

BASEBALL STADIUM AGREEMENT

GOVERNMENT OF THE DISTRICT OF COLUMBIA

and

DISTRICT OF COLUMBIA SPORTS AND ENTERTAINMENT COMMISSION

and

BASEBALL EXPOS, L.P.

September 29, 2004

BASEBALL STADIUM AGREEMENT

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BASEBALL STADIUM AGREEMENT

This is an agreement, dated September 29, 2004 ("Agreement"), among the Government of the District of Columbia, the District of Columbia Sports and Entertainment Commission, a corporate instrumentality of the Government of the District of Columbia, and Baseball Expos, L.P., a Delaware limited partnership.

Recital:

The parties have reached agreement on their respective undertakings and responsibilities for the relocation of a Major League Baseball franchise to the District of Columbia. This is that agreement.

ARTICLE I

DEFINITIONS

In this Agreement:

"Arbitration" means the dispute resolution process described in Section 8.05(b).

"Ballpark Revenue Fund" means the fund established in the legislation referenced in Section 7.01 as the repository for revenues pledged to the payment of the Bonds.

"Baseball Events" means Team home games, training, practices, exhibition games, and other Major League Baseball or Team sponsored baseball clinics, fan or sponsor theme events, press conferences or other Major League Baseball or Team sponsored, baseball or Team fan related events, activities, promotions or sales of baseball or Team fan related products, services, information or media content relating to such events, activities, or promotions held at or emanating from the Baseball Stadium.

"Baseball Rules and Regulations" means, collectively, the Major League Constitution, the Major League Rules, and any other agreements, rules, guidelines, regulations, or requirements of the Office of the Commissioner of Baseball, the Commissioner, the Ownership Committee of Baseball, or any other person appointed by the foregoing that are generally applicable to all Major League Baseball clubs, as applicable, including, without limitation, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among Major League Baseball clubs and a Major League Baseball entity, all as the same now exist or may be amended or adopted in the future.

"Baseball Stadium" means a first class, open air baseball stadium to be constructed on the Baseball Stadium Site, having a natural grass playing field, a capacity of approximately but at least 41,000 seats, including approximately but at least 2,000 club seats, approximately but at least 74 private suites, and market-appropriate concession, entertainment and retail areas,

fixtures, furnishings, equipment, features and amenities on par with comparable ballparks recently built in Cincinnati, Detroit, Philadelphia, Pittsburgh, San Diego and San Francisco.

“Baseball Stadium Budget” means the budget for the Stadium Complex set forth in Exhibit A.

“Baseball Stadium Plans and Specifications” means the detailed preliminary and final architectural drawings, plans, and specifications for the Baseball Stadium developed in accordance with Section 4.04.

“Baseball Stadium Site” means the area of land described in Exhibit B as the site for the Baseball Stadium.

“Bonds” means the bonds described in Section 5.01.

“Capital Improvements” means capital improvements to the Leased Property other than Commission Additions and Maintenance and Repairs.

“Capital Reserve Fund” means a segregated fund owned by the Commission and held by a Qualified Trustee solely for uses and purposes described in Sections 6.07, 6.08 and 6.09.

“Commission” means the District of Columbia Sports and Entertainment Commission, a corporate instrumentality of the District of Columbia created pursuant to Title 3, Chapter 14 of the District of Columbia Official Code, as amended, and its permitted successors and assigns.

“Commission Additions” means any improvements or fixtures outside the scope of the Project that are attached to or incorporated in the Baseball Stadium or Baseball Stadium Site and meet the requirements for Commission Additions in Section 6.09.

“Construction Administration Agreement” means an agreement to be entered into by the Commission, the District Government and the Team in respect of the Baseball Stadium and the Infrastructure having the provisions, among others, summarized in Article IV.

“Design and Construction Professionals” has the meaning given in Section 4.05.

“Discretionary Improvements” means all Capital Improvements other than Necessary Improvements.

“District Government” means the Government of the District of Columbia.

“District Guarantee” means a written guarantee by the District Government of the timely payment and performance of all financial obligations of the Commission under Section 8.04 of this Agreement, the RFK License, the Lease and the Construction Administration Agreement.

“Essential Design Elements” has the meaning given in Section 4.04.

“Infrastructure” means facilities, services and transportation linkages included in the Project that will support the Baseball Stadium as more fully described in Exhibit C.

“**Lease**” means a lease agreement to be entered into by the Commission and the Team in respect of the Leased Property.

“**Leased Property**” means all right, title and interest of the Commission in and to the Baseball Stadium Site, the Baseball Stadium and the portion of the Infrastructure located on the Baseball Stadium Site; provided, however, that the Leased Property shall not include any Commission Additions.

“**MLB Debt Service Rule**” means the provisions of Attachment 22 to the Basic Agreement Between the 30 Major League Clubs and the Major League Baseball Players Association, effective September 30, 2002.

“**MLB Guaranty**” means the Guaranty Agreement from the Office of the Commissioner of Baseball to the Commission and the District Government, dated the same date as the date of this Agreement.

“**Maintenance and Repairs**” means work, labor and materials reasonably required in the ordinary course of business to be performed and used to: (i) maintain the Leased Property in good, clean working order; (ii) maintain the Leased Property in compliance with all applicable governmental laws and regulations and Baseball Rules and Regulations; (iii) repair or restore components of the Leased Property as a result of ordinary wear and tear, damage or destruction; and (iv) replace, at the end of their economic life cycle, those components of the Leased Property whose reasonably expected economic life at the time of original installation was two years or less.

“**Major League Baseball**” means, collectively, the Office of the Commissioner of Baseball, the Commissioner of Baseball, the Major League clubs, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Major League Baseball Properties Canada, Inc., Major League Baseball Productions, MLB Advanced Media, Inc., MLB Advanced Media, L.P., MLB Media Holdings, L.P., MLB Media Holdings, Inc., MLB Online Services, Inc., each of their respective present and future affiliates, assigns and successors, and any other entity owned equally by the Major League Baseball clubs.

“**Mediation**” means the mediation process described in Section 8.05(a).

“**Minimum Design Criteria**” has the meaning given in Section 4.04.

“**Necessary Improvements**” means Capital Improvements that are required (i) by applicable governmental law, regulation or order; (ii) in order to obtain insurance at commercially reasonable rates; (iii) to keep the playing field, lighting and safety features of the Baseball Stadium in compliance with Baseball Rules and Regulations; (iv) other than the Team’s obligation for Maintenance and Repairs, to replace components of the Leased Property at the end of their economic life cycle; or (v) to keep the Baseball Stadium on par with the upgraded facilities in at least 50% of all Major League Baseball ballparks that are governmentally owned in whole or substantial part and are more than two years old.

“Parking Facilities” means no fewer than 1,100 parking spaces and related walkways located as part of the Stadium Complex and providing convenient ingress and egress to and from the Baseball Stadium.

“Preliminary Project Plan” means the preliminary project program statement attached as Exhibit D.

“Project” means all undertakings and work, to be described in more detail in the Construction Administration Agreement, required for substantial completion of the Stadium Complex and to have it ready and available for the play of Major League Baseball, including the acquisition of the Baseball Stadium Site and the site for the Parking Facilities, and the design, development, construction and furnishing of the Baseball Stadium and the Infrastructure.

“Project Program Statement” means a document, based on and materially consistent with the Preliminary Project Plan, that specifies, among other things: (i) the functions to be conducted at the Baseball Stadium and with the Infrastructure; (ii) the location and minimum space requirements for those functions; and (iii) the formulation of how those spaces will be used and the aesthetics of those spaces.

“Qualified Trustee” means a financial institution qualified to act as a depository for funds held by or on behalf of the District of Columbia.

“RFK Improvements” means the renovations and improvements to RFK Stadium described in Exhibit E.

“RFK License” means a license agreement to be entered into by the Commission and the Team in respect of RFK Stadium.

“RFK Property” means RFK Stadium and all adjacent property and facilities managed by the Commission, including grounds and parking areas outside of RFK Stadium.

“RFK Stadium” means the structure commonly known as the Robert F. Kennedy Memorial Stadium located at 2400 East Capitol Street, Washington D.C., including rights of ingress and egress thereto through the RFK Property.

“Related Facilities” means the following facilities to be constructed as part of or physically connected to the Baseball Stadium: (i) Parking Facilities, (ii) other ancillary facilities included within the Project, and (iii) rights of ingress and egress to the foregoing and to the Baseball Stadium.

“Stadium Complex” means the building complex composed of the Baseball Stadium and the Related Facilities.

“Stadium Revenues” means all revenues generated from or by reason of Baseball Events or other uses of the Leased Property permitted under Section 6.03, including without limitation with respect to Baseball Events and other uses permitted under Section 6.03, the proceeds from the sale of tickets or other rights to admission; proceeds from the sale of seat licenses or other rights to purchase tickets or admission; all revenues derived from the sale of rights of any sort to

televisé, broadcast, transmit, record, advertise or promote in any manner the events or promotions at the Leased Property or any description or account of the events or promotions at the Leased Property; all proceeds from the sale at or from the Leased Property of concessions, memorabilia, souvenirs, or other products and services; all marketing, advertising, promotional and naming revenues derived from or arising out of the Leased Property or the events or promotions held there or products, services, information or media content sold from there; all proceeds from assignments, subleases or licenses of Leased Property; and all revenues from the sale of parking or rights to parking at the Leased Property.

“Targeted Taxes” means any taxes or government charges directly or indirectly levied against or imposed on: (i) the Team’s property interest in the Leased Property; (ii) receipts from purchasers, lessees or licensees of private suites in the Baseball Stadium of amounts in excess of the face value of the admission tickets for seats in the suites; (iii) the activities conducted by the Team at the Baseball Stadium or the income therefrom unless the tax or governmental charge applies to the same or similar activities conducted by a reasonably broad range of other businesses or persons in the District of Columbia or income therefrom; (iv) receipts from the sale of any tickets or other rights to admission to the Baseball Stadium unless the tax or governmental charge is one of general application levied against or imposed generally on receipts from the sale of tickets or other rights to admission to sports, amusement and entertainment facilities within the government’s jurisdiction; (v) the gross receipts or incomes of players, coaches, enterprises, teams, or team owners who use the Leased Property unless the tax or governmental charge is one of general application levied against or imposed on the gross receipts or incomes of people, enterprises or owners of enterprises, as the case may be, within the government’s jurisdiction; (vi) any capital gain on or appreciation in the investment in the Team unless the tax or governmental charge is one of general application to investments in enterprises of most any type; or (vii) the sale of the Major League Baseball franchise or an ownership interest in the Team unless the tax or governmental charge is one of general application to investments in enterprises of most any type; provided, however, that “Targeted Taxes” shall not include an incremental 4.25% tax on sales of or revenues from tickets, a tax on sales of or revenues from seat licenses, and an incremental 4.25% tax on sales of or revenues from merchandise, which in each case brings the total tax on sales or revenues from such item to not more than 10%.

“Team” means Baseball Expos, L.P., a Delaware limited partnership, its successors and its assigns as permitted under Section 9.07.

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations of the Commission.

As an inducement to the Team to enter into this Agreement, the Commission represents as follows:

- (a) The Commission is a corporate instrumentality of the District Government duly created and validly existing pursuant to the laws of the District of Columbia.
- (b) The Commission has full right, power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder.
- (c) This Agreement has been duly executed and delivered by the Commission and, when duly executed and delivered by the Team and the District Government, shall constitute a legal, valid and binding obligation of the Commission enforceable against the Commission in accordance with its terms, except that
 - (i) enforceability may be limited by the application of bankruptcy, insolvency, or similar laws of general applicability relating to the enforcement of creditors' rights generally, and
 - (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.
- (d) The execution, delivery and performance of this Agreement will not conflict with or constitute a breach of or default under any commitment, agreement or instrument to which the Commission is a party or by which it is bound.
- (e) There is no litigation, administrative proceeding or investigation pending (nor, to the knowledge of the Commission, is any such action threatened) which in any way adversely affects, contests, questions or seeks to restrain or enjoin any of the following: (i) the Commission's enabling legislation; (ii) any of the proceedings or actions taken by the Commission leading up to the execution, delivery or performance of this Agreement, the RFK License, the Construction Administration Agreement or the Lease; (iii) the legal existence of the Commission; (iv) any corporate boundary or geographic jurisdiction of the Commission which may affect the Project; (v) the right of the Chairman or any member of the Commission's governing body to hold his or her office; or (vi) the issuance or validity of the Bonds.

- (f) Under current law and the legislation referenced in Section 7.01:
- (i) the Baseball Stadium Site, the Baseball Stadium and the RFK Property would be subject to no ad valorem taxes of any nature;
 - (ii) the Team's leasehold interest in the Baseball Stadium Site and the Baseball Stadium would be subject to no ad valorem taxes of any nature;
 - (iii) the purchase of construction materials by the Commission for the Stadium Complex and the RFK Property would be subject to no District Government sales tax, use tax or excise tax of any nature;
 - (iv) the sale or purchase of tickets or other rights to the Baseball Stadium and the RFK Stadium would be subject to no District Government sales, use or excise tax or surcharge of any nature except the current 5.75% general sales tax and the proposed 4.25% incremental sales tax; and
 - (v) the sale, purchase, lease or license of private suites in the Baseball Stadium and the RFK Stadium would be subject to no District Government sales, use or excise tax or surcharge of any nature except the current 5.75% general sales tax and the proposed 4.25% incremental sales tax.

Section 2.02 Representations of the Team.

As an inducement to the Commission and the District Government to enter into this Agreement, the Team represents as follows:

- (a) The Team is a limited partnership duly created and validly existing pursuant to the laws of Delaware and is qualified to do business in every jurisdiction where its ownership of property or its conduct of business operations gives rise to the need for such qualification, except to the extent that the failure so to qualify in any particular jurisdiction could not reasonably be expected to result in a material adverse effect on the business or financial condition of the Team or the ability of the Team to perform its obligations hereunder. True, correct and complete copies of the Certificate of Limited Partnership and the Agreement of Limited Partnership of the Team, and the articles of incorporation and bylaws of the general partner of the Team have been certified and delivered to the Commission on or before the date of this Agreement.
- (b) The Team has full right, power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder except that the relocation of the franchise in accordance with Section 3.01 requires approval from the owners of Major League Baseball clubs in accordance with Baseball Rules and Regulations.
- (c) This Agreement has been duly executed and delivered by the Team and, when duly executed and delivered by the Commission and the District Government, shall constitute a legal, valid and binding

obligation of the Team enforceable against the Team in accordance with its terms, except that (i) enforceability may be limited by the application of bankruptcy, insolvency, or similar laws of general applicability relating to the enforcement of creditors' rights generally, and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

- (d) The execution, delivery and performance of this Agreement will not conflict with or constitute a breach of or default under any commitment, agreement or instrument to which the Team is a party or by which it is bound.
- (e) Except as previously disclosed in writing to the Commission, there is no litigation, administrative proceeding or investigation pending (nor, to the knowledge of the Team, is any such action threatened) which in any way adversely affects, contests, questions or seeks to restrain or enjoin any of the following: (i) the Team's participation in the Project; (ii) any of the limited partnership proceedings or actions taken leading up to the execution, delivery or performance of this Agreement; (iii) the legal existence of the Team; or (iv) the Team's ownership of its Major League Baseball franchise.
- (f) Except as previously disclosed to the Commission in writing, no action, consent or approval of, or registration or filing with or other action by, any court, governmental authority or other third party is or will be required in connection with the execution and delivery by the Team of this Agreement, the RFK License, the Construction Administration Agreement and the Lease or the assumption and performance by the Team of its obligations hereunder or thereunder, other than the issuance of governmental permits and licenses expected in the ordinary course of business.
- (g) The Team holds a valid Major League Baseball franchise and is in compliance in all material respects with all Baseball Rules and Regulations.

Section 2.03 Representations of the District Government.

As an inducement to the Team to enter into this Agreement, the District Government represents as follows:

- (a) The District Government is, under the laws of the United States of America, a duly created and validly existing government constituted as a body corporate for municipal purposes.
- (b) The District Government has the power to contract and to be contracted with, to sue and to be sued, to plead and to be

impleaded, to have a seal and to exercise all other powers of a municipal corporation not inconsistent with the Constitution and laws of the United States of America and the laws of the District of Columbia.

- (c) The District Government has the power, authority and legal right under the Home Rule Act and the laws of the District of Columbia to (i) finance, refinance, or reimburse the Baseball Stadium Budget by issuing, selling and delivering the Bonds, (ii) execute and deliver this Agreement and the District Guarantee, (iii) assign its interest in the Bond proceeds to a Qualified Trustee, and (iv) incur and perform its obligations under this Agreement and the District Guarantee.

ARTICLE III

BASEBALL FRANCHISE

Section 3.01 Relocation of Franchise.

Upon execution and delivery of this Agreement, the Team and its agents shall discontinue all discussions, negotiations and efforts to relocate the Team's Major League Baseball franchise either temporarily or permanently to any location other than the District of Columbia, and the Team shall cause its Major League Baseball franchise and principal place of business to be relocated to the District of Columbia prior to commencement of the 2005 Major League Baseball season.

Section 3.02 Interim Home Stadium.

The Commission and the Team shall enter into the RFK License prior to the deadline date set forth in Section 7.03. The RFK License shall contain the detail for the provisions summarized in this Section 3.02.

- (a) The initial term shall commence on January 1, 2005, and shall expire when the Team commences to play its home games at the Baseball Stadium.
- (b) The Team shall pay an annual license fee to the Commission in the amount of \$5,300,000 payable in two equal installments of \$2,650,000 each on April 15 and November 15 of each year provided that the first payment shall be due prior to the opening game in 2005.
- (c) The Commission promptly shall undertake and make the RFK Improvements for completion prior to April 1, 2005. The Commission shall be solely responsible for the costs of the RFK

Improvements, which costs are currently estimated to be in the amount of \$13,000,000. Any cost overruns in respect to the RFK Improvements shall be the sole responsibility of the Commission except for program or design changes, or change orders requested by the Team, or caused by the oversight, negligence or willful misconduct of the Team, or the Team's non-compliance with deadlines or other requirements set forth in this Agreement. The Team shall have reasonable opportunity for input with respect to the program, design criteria and preliminary plans and specifications for the RFK Improvements and reasonable opportunity to approve the final plans and specifications for the RFK Improvements, which approval shall not be unreasonably withheld or delayed.

- (d) The Team shall maintain its Major League Baseball franchise and play all of its regular and post-season home games at RFK Stadium during the term of the RFK License; provided, however, that the Team shall be permitted: (i) to play elsewhere if necessary for reasons of public safety or because of rescheduling due to weather or force majeure; and (ii) once during each consecutive non-overlapping five-year period during the term of the RFK License, to schedule and play up to three regular season home games in any year in an international or other venue as requested by Major League Baseball. In the case of game(s) played elsewhere because of rescheduling due to weather, the Team shall share fairly with the Commission, in a proportionate manner based on their respective losses, any compensatory payment made to the Team in respect of the lost game(s) by Major League Baseball or anyone else.
- (e) The Team shall have scheduling priority over all other licensees of RFK Stadium for baseball games to be held at RFK Stadium. Rain-out scheduling and other force majeure scheduling conflicts shall be subject to reasonable multi-use facility scheduling conflict resolution, recognizing the Team as the primary licensee.
- (f) Consistent with applicable legal requirements, including Section 3-1407(b) of the District of Columbia Code, the Commission shall be responsible for the provision of day-of-game operations, including parking management, food and beverage concession, ticket vending services, merchandise concession, crowd management, security, medical and first aid services, cleaning and custodial services, and the scoreboard and video operation. The Team shall have the right to review all existing third party agreements relating to RFK Stadium operations and to request reasonable modifications thereto. The Team shall have rights of consultation regarding day-of-game operations, to confirm that the "look and feel" of the day-of-game operations, the character of customer service, and the level of public safety meets with the

Team's reasonable approval, and the Commission shall use reasonable efforts to accommodate the Team's reasonable recommendations regarding day-of-game operations, including the provision of additional services. The Commission is authorized, in consultation with the Team, to engage third-party resources to assist in managing operations, including day-of-game operations and vendors. Following the end of the initial year of the term, and each year thereafter, the parties shall meet to review the day-of-game operations for such prior year in an effort to address and resolve any issues raised by the Team. The Team shall be obligated to reimburse the Commission for the costs incurred by the Commission in providing day-of-game operations, including amounts owing to any third-party providers of such services in accordance with procedures that include prior consultation and review with the Team and monthly and annual settlement of accounts.

- (g) The Commission shall be responsible for and will control RFK Stadium facility general maintenance, including reasonably necessary repairs, maintenance of grounds outside RFK Stadium, and in-stadium grounds keeping (subject to reasonable input from an expert hired by the Team to ensure that the playing field complies with Baseball Rules and Regulations). The Commission shall bear all reasonable costs associated with such responsibilities (except for repairs or maintenance arising specifically from Baseball Events or other Team uses or day-of-game requirements which shall be the responsibility of the Team) and will also bear the cost of providing electric, natural gas, water and sewer utilities to RFK Stadium including day-of-game utilities.
- (h) The Commission and the Team shall carry appropriate and commercially reasonable insurance coverage in accordance with comparable standards and terms as provided in Section 6.11.
- (i) Except as set forth in Section 3.02(l), the Team shall have the right to all day-of-game revenues. "Day-of-game revenues" include, without limitation, the following revenues (net of, where applicable, credit card fees, fees properly retained by third party concessionaires or paid by the Commission to concessionaires, and applicable taxes) generated by the Team's use of RFK Stadium in connection with the exhibition of a Major League Baseball game, but no other events, held at RFK Stadium:
 - (i) the proceeds from the sale of tickets or other rights to admission; proceeds from the sale of seat licenses, private suite licenses or other rights to purchase tickets or admission;

- (ii) all revenues derived from the sale of rights of any sort to televise, broadcast, transmit, record, advertise or promote in any manner the Major League Baseball games held at RFK Stadium or any description or account thereof;
- (iii) all proceeds from the sale at or from RFK Stadium of food or beverage concessions;
- (iv) all proceeds from the sale at or from RFK Stadium of merchandise and novelties, including programs, memorabilia, souvenirs and other products;
- (v) all rights to sell temporary day-of-game and permanent signage in the areas currently designated for such advertising within RFK Stadium, exclusive of naming rights and rights to temporary or permanent signage existing outside RFK Stadium; and
- (vi) all revenues from the sale of parking or rights to parking for the RFK Stadium complex that are held by the Commission.

The Team shall have the right to sell, and to retain the revenues received from, certain temporary day-of-game advertising as well as permanent advertising (during the term of the RFK License) inside RFK Stadium only, subject to local regulations and standards of public decency. The Team shall have the right to enter into agreements for the broadcasting and other media distribution of games, subject to reasonable approval rights of the Commission with respect only to the access required to be granted to any such broadcaster or other media entity. The Commission shall be responsible for wiring and otherwise equipping RFK Stadium to accept and facilitate customary broadcast facilities including the provision for television and radio broadcast facilities consistent with Major League Baseball customary standards. All other costs relating to any such broadcast incurred by the Commission shall be reimbursed by the Team.

- (j) The Commission shall provide the Team with administrative office space within RFK Stadium, plus reasonably necessary additional day-of-game office space, and shall, if reasonably required to accommodate the Team's needs, permit the Team to install at the Commission's expense modular office facilities on the RFK Property; provided that the total Team office space on the RFK Property shall be approximately 10,000 square feet.
- (k) The Team shall have the right to select the ticket vendor and shall have control of the ticketing system for its baseball home games at RFK Stadium. The Team shall consult with the Commission regarding selection of and terms for a local ticket vendor and ticketing system. The Team shall make the Team's selected ticketing system available to the Commission for use by the

Commission for other events at RFK Stadium at the same rates and fees otherwise charged to the Team for such services.

- (l) The Commission shall be provided, at no cost to the Commission (subject to applicable law), the use of two private boxes or premium mezzanine areas (and related tickets and parking for baseball home games only) and 25 additional box seat tickets in RFK Stadium in mutually agreed locations "on the infield".

ARTICLE IV

PROJECT DEVELOPMENT

Section 4.01 Selection of Baseball Stadium Site.

The Baseball Stadium Site shall be the site described in Exhibit B unless the parties mutually determine that some other site should be selected instead.

Section 4.02 Construction Administration Agreement.

The Commission, the District Government and the Team shall enter into the Construction Administration Agreement by the deadline date set forth in Section 7.04. The Construction Administration Agreement shall contain the detail for the provisions summarized in Sections 4.03 through 4.08.

Section 4.03 Project Program Statement.

The Team, the Commission and the District Government have agreed upon the Preliminary Project Plan on which the Baseball Stadium Budget has been based. Using the Preliminary Project Plan as a baseline, they shall develop and include in the Construction Administration Agreement prior to the deadline set forth in Section 7.04 a Project Program Statement in accordance with the following process:

- (a) On or before January 15, 2005, the Team shall deliver a draft Project Program Statement to the Commission and District Government for approval. Approval may not be withheld unless the Commission or District Government determines in its good faith reasonable judgment that implementation of the Team's proposed Project Program Statement would: (i) materially impair the ability to complete the Baseball Stadium and the Infrastructure by the deadline date referenced in section 7.07; (ii) cause the total projected cost of the Baseball Stadium and the Infrastructure to exceed the Baseball Stadium Budget assuming that the budgeted contingency identified in Exhibit A would not be available; (iii) pose undue risks to public safety or convenience; or (iv) violate applicable legal requirements (the "District Approval Rights").

The Commission and District Government shall have 45 days after receipt of the Team's draft to deliver to the Team any proposed changes required to satisfy the District Approval Rights. The Commission and the District Government agree that District Approval Rights have been satisfied as to the Preliminary Project Plan.

- (b) Within 10 days after the Team's receipt of the Commission's and District Government's proposed changes in accordance with paragraph (a), the parties shall meet as frequently as needed to resolve any disagreements on the Project Program Statement. The Team's views shall be given precedence, subject to the District Approval Rights. In the event that the parties are unable to agree on a Project Program Statement within 15 days after commencement of the meetings, any remaining disagreement shall be resolved by Mediation, or if unsuccessful, by Arbitration scheduled to conclude within 30 days from the date of the filing of the Arbitration.
- (c) The Team may extend the January 15, 2005 date in paragraph (a) by up to 60 days, but the deadlines in Sections 7.02, 7.04, 7.06 and 7.07 shall be deferred by the number of extension days. The deadlines in Sections 7.02, 7.04, 7.06 and 7.07 shall also be deferred by the number of days that shall elapse between the end of the 15-day meeting period described in paragraph (b) and the date resolution is reached through Mediation or Arbitration.

Section 4.04 Baseball Stadium Plans and Specifications.

The Commission shall use a competitive procurement process to select the architect and other members of the design delivery team to work with the Team and the Commission. The qualification criteria for the selection of the design delivery team shall be subject to the written approval of the Team which shall not be unreasonably withheld. The Team, in consultation with the Commission, will develop written minimum design criteria and construction standards for the Baseball Stadium (the "Minimum Design Criteria"). The Team shall also identify in writing those design elements for the Baseball Stadium and the Infrastructure that the Team considers essential (the "Essential Design Elements"). The Minimum Design Criteria and the Essential Design Elements shall be subject to the written approval of the Commission and the District Government which may not be withheld unless the Commission or the District Government reasonably determines that the Team's proposed Minimum Design Criteria or Essential Design Elements, as the case may be, would: (i) be contrary to the requirements set forth in the Project Program Statement; (ii) materially impair the ability to complete the Baseball Stadium by the deadline date referenced in Section 7.07; (iii) cause the total cost of the Baseball Stadium and Infrastructure to exceed the Baseball Stadium Budget; or (iv) be contrary to the Commission's and the District Government's reasonable requirements regarding the aesthetics of the exterior of the Baseball Stadium or its integration with the surrounding neighborhood. The Construction Administration Agreement shall require the Commission to develop Baseball Stadium Plans and Specifications which shall be subject to

written approval by the Team which shall not be withheld unless there is conflict with the Project Program Statement, the Minimum Design Criteria or the Essential Design Elements.

Section 4.05 Baseball Stadium Construction.

The Construction Administration Agreement shall require the Commission to construct and complete the Baseball Stadium in accordance with the Baseball Stadium Plans and Specifications using such construction delivery systems as the Commission deems appropriate. The Construction Administration Agreement will require the Commission, the District Government and the Team to form an administrative committee (the "Project Coordination Team") to perform the following functions: (i) make recommendations to the Commission and the Team with respect to the retention of various design, engineering, construction, consulting and construction management firms (the "Design and Construction Professionals"); (ii) receive reports from the Design and Construction Professionals pertaining to schedule, budget and other aspects of the Project; and (iii) make or provide the consents, authorizations, approvals, decisions and other actions expressly required of the Project Coordination Team, to the extent legally permitted, under the Construction Administration Agreement. The Construction Administration Agreement will provide for periodic regular meetings of the Project Coordination Team and for special meetings upon reasonable prior notice. The Commission and the District Government together shall have one vote and the Team shall have one vote on the Project Coordination Team, and each will have the right to appoint and replace its voting representative by written notice to the other party. Each voting member of the Project Coordination Team will have authority to act on behalf of the party it represents and will be authorized in connection with the Project to sign documents, authorize action and otherwise bind the party that it represents in connection with matters properly before the Project Coordination Team. The Project Coordination Team will take action only by unanimous vote of its voting members. The Design and Construction Professionals may attend meetings of the Project Coordination Team upon the request of the District Government, the Commission or the Team. The Team shall be given opportunity to inspect the work and materials and to review construction documents as reasonably necessary to verify costs and that the work and materials are in conformity with the Baseball Stadium Plans and Specifications. The Commission shall carry "all risk" construction insurance, naming the Team as an additional insured, in such amounts and with coverage, including a time element rider providing business interruption insurance including extra expense and lost income coverage to be mutually determined with advice from a mutually selected insurance consultant. The Commission shall bear the cost of the insurance except that portion of the premium fairly allocable, in the opinion of the insurance consultant, to the business interruption insurance rider shall be borne equally by the Commission and the Team. The Commission shall be entitled to issue construction change orders provided that: (i) the change is not contrary to the Project Program Statement, the Minimum Design Criteria or the Essential Design Elements; (ii) the change does not impair the ability to complete the Baseball Stadium by the deadline date referenced in Section 7.07; and (iii) if the effect of the change is to increase or further increase the projected total cost of the Baseball Stadium over the Baseball Stadium Budget, the Commission shall have made arrangements satisfactory to the Team for the funding by the Commission of all amounts in excess of the Baseball Stadium Budget. The Team shall be entitled to issue construction change orders provided that (i) the Team shall have made arrangements satisfactory to the Commission for the funding by the Team of the increase in the cost of the Baseball Stadium resulting from the change order, and (ii) in the good faith reasonable judgment of the Commission, accepting and implementing the change order will not

materially impair the ability to complete the Baseball Stadium by the deadline in Section 7.07 or violate applicable legal requirements.

Section 4.06 Baseball Stadium Cost Overruns.

The Construction Administration Agreement shall provide that any excess of the total cost of the Baseball Stadium over the Baseball Stadium Budget shall be borne by the Commission except: (i) implemented program changes requested by the Team after approval of the Project Program Statement; (ii) implemented design changes requested by the Team after approval of the Baseball Stadium Plans and Specifications; (iii) other implemented change orders requested by the Team or caused by the oversight, negligence or willful misconduct of the Team that cause an overrun in the budget allocation for such item; (iv) Project delays resulting from the Team's non-compliance with deadlines or other requirements set forth in this Agreement or the Construction Administration Agreement; and (v) design changes necessitated by changes in Baseball Rules and Regulations.

Section 4.07 Baseball Stadium Completion Date.

The Construction Administration Agreement shall require the Commission to use reasonable best efforts to complete the Baseball Stadium prior to the deadline date referenced in Section 7.07. The Construction Administration Agreement shall provide for the assignment to the Team of liquidated damages payable by the Design and Construction Professionals in amounts estimated to be fairly commensurate with losses expected to be sustained in the event the Baseball Stadium and the Infrastructure are not completed by that date.

Section 4.08 Infrastructure.

The Construction Administration Agreement shall require the Commission to design, construct and install the Infrastructure. The Team shall be given opportunity to review and comment upon program and design features and to inspect plans and specifications and construction work to verify that there is conformity with the Project Program Statement. The Construction Administration Agreement shall provide that any excess of the total cost of the Infrastructure over the amount allocated to the Infrastructure in the Baseball Stadium Budget shall be borne by the Commission. The Construction Administration Agreement shall require the Commission to use reasonable best efforts to complete the Infrastructure prior to the deadline date referenced in Section 7.07.

ARTICLE V

FUNDING

Section 5.01 Public Financing.

The District Government shall issue and sell taxable and tax-exempt Bonds in an aggregate amount sufficient (taking into account financing costs, interest costs and earnings during construction, and available cash on hand) to generate net proceeds that will fully fund the

Baseball Stadium Budget. The net proceeds of the Bonds will be deposited prior to the deadline date specified in Section 7.06 into a fund held by a Qualified Trustee. The Construction Administration Agreement and Bond documents for the Bonds shall provide the procedure for disbursements from the fund to pay the costs of the Baseball Stadium and the Infrastructure.

Section 5.02 Uses of Ballpark Revenue Fund.

Prior to repayment of the Bonds, the funds in the Ballpark Revenue Fund may be used only to pay the costs of the RFK Improvements, debt service on the Bonds, and costs of the Project. On or prior to the fifth anniversary of the completion of the Project the District Government or the Commission shall deposit at least \$5,000,000 into a general contingency reserve with the Commission in accordance with the Lease and thereafter maintain such reserve to be used solely for capital improvements to the Baseball Stadium.

ARTICLE VI

LEASE

Section 6.01 Lease Agreement.

The Commission and the Team shall enter into the Lease prior to the deadline date set forth in Section 7.04. The Lease shall contain the detail for the provisions summarized in Sections 6.02 through 6.14.

Section 6.02 Term.

The term of the Lease shall commence on the first March 1st following completion of the Baseball Stadium and the Infrastructure (or such later date as may be acceptable to the Team) and continue for 30 consecutive years, plus any renewal periods. For this purpose "completion" means substantial completion together with the issuance of an occupancy certificate so that the Baseball Stadium and the Infrastructure are available for the play of Major League Baseball with full available seating capacity in accordance with Baseball Rules and Regulations. The Lease shall grant the Team five consecutive two-year renewal options exercisable upon reasonable prior written notice.

Section 6.03 Use of Leased Property.

The Lease shall require the Team to operate and maintain a Major League Baseball franchise with the Baseball Stadium as its home stadium. The Lease shall permit the Team: (i) to play elsewhere if necessary for reasons of public safety or because of rescheduling due to weather or force majeure; and (ii) once during each of the consecutive, non-overlapping five-year periods during the term of the Lease, to schedule and play up to three regular season home games in any year in an international or other venue as requested by Major League Baseball. In the case of games played elsewhere because of rescheduling due to weather, the Team shall share fairly with the Commission, in a proportionate manner based on their respective losses, any compensatory payment made to the Team in respect of lost game(s) by

Major League Baseball or anyone else. The Lease shall permit the Team to use the Leased Property for Baseball Events and, subject to Commission approval which shall not be unreasonably withheld, conditioned or delayed, for any other lawful purpose. The Lease shall grant the Team exclusive use and quiet enjoyment of the Leased Property for the foregoing purposes; provided, however, that the Commission shall have the right to use the Baseball Stadium, excluding the private suites, for 12 event days per Lease year for amateur athletic, public service, or other events not including professional baseball games, subject to the following: (i) written notice to the Team of dates to be selected given not less than 10 days prior to contractual commitment and not less than 30 days prior to the event; (ii) no more than six of the events shall be during the baseball season and none of the events shall be within five days preceding a scheduled or previously rescheduled baseball home game; (iii) the Commission will bear all costs and expenses of the event; (iv) the Commission will provide proper security and police protection during the event; (v) the Commission will hold the Team harmless from liabilities and damage arising out of such usage; (vi) the proposed usage will not include the infield unless the usage is for a baseball game; and (vii) the Commission will return the Leased Property to the same or better condition than existed prior to the usage. The Team may reject any proposed usage by the Commission if: (i) the Team reasonably believes the usage presents an unacceptable risk of damage to the playing field that cannot be repaired before the next scheduled or previously rescheduled home baseball game; (ii) the usage would violate Baseball Rules and Regulations relating to the public image of a Major League Baseball team or the Baseball Stadium; or (iii) the promotional sponsorship connected with the usage, in the opinion of the Team, is incompatible with any major sponsorships or other exclusive advertising or promotional arrangements connected with the Team or the Baseball Stadium. Subject to applicable law, the Commission shall be provided, at no cost to the Commission (i) the use of two private suites for all events at the Baseball Stadium; and (ii) in the case of regular season baseball games, the Commission shall also be provided, at no cost to the Commission, with the related private suite tickets and parking plus 25 additional box seat tickets in the Baseball Stadium in mutually agreed locations "on the infield". In addition, in the case of any baseball games other than regular season games, the Team shall provide the Commission at no cost to the Commission with the right to purchase such related private suite tickets and such 25 additional box seat tickets and in no event shall the Commission be treated less favorably with respect to the allocation of such ticket purchase rights than paid holders of private suites or season box tickets in the Baseball Stadium. The Team shall be responsible for the cost of providing security on the Leased Property (except as provided in clause (iv) above), and the Team shall not be responsible for the cost of providing traffic control and other security in the areas surrounding the Leased Property.

Section 6.04 Rent and Other Expenses.

The Lease shall obligate the Team to pay rent to the Commission in accordance with the schedule or formula set forth in Exhibit E. The Lease shall require the Team to bear all ordinary and necessary expenses associated with the operation and maintenance of the Stadium Complex, including, but not limited to, game day operations, security on the Baseball Stadium Site, utilities, custodial services, snow removal on the Baseball Stadium Site, and supplies and other consumable goods. The Team's obligation to pay rent and operating expenses shall be a general unsecured obligation for so long as the Team is in compliance with the MLB Debt Service Rule. In the event the Team shall violate the MLB Debt Service Rule and shall fail to cure the violation within 60 days after written notice from the Commission demanding that the

violation be remedied, the Team shall provide the Commission with reasonable collateral (consistent with the market for Major League Baseball club financing) to secure the Team's obligation to pay rent.

Section 6.05 Allocation of Stadium Revenues.

The Lease shall provide that, as between the Commission and the Team, all Stadium Revenues shall belong to the Team. Revenues from the Commission's permitted usage of the Baseball Stadium as described in Section 6.03 and from any Commission Additions shall belong to the Commission. Other revenues that may be derived from the Baseball Stadium shall be allocated as mutually agreed between the Team and the Commission.

Section 6.06 Assignments and Liens.

The Lease shall grant the Team rights to assign or sublet the portions of the Leased Property for uses permitted under the Lease, and to sell or grant sponsorships, licenses, easements or similar rights in and to the Leased Property or any portion of it for uses permitted under the Lease; provided that (i) no assignment, sublease or grant shall relieve the Team of any obligations under the Lease, and (ii) the Team shall indemnify and hold harmless the Commission from any claims by, or damage caused to the Stadium Complex by, any assignee, sublessee or grantee arising out of their usage of the Leased Property. The Lease shall not permit the Commission to transfer or assign the Leased Property or the Lease or to grant or allow any liens or encumbrances on the Leased Property or the Lease, except: (i) to the District Government if it assumes all obligations of the Commission under the Lease, (ii) the Commission may collaterally assign the Lease or pledge rental income from the Team to secure some or all of the Bonds, and (iii) the Commission may grant or allow liens or encumbrances that are subordinate to the Lease and do not impair the Team's permitted uses or quiet enjoyment of the Leased Property.

Section 6.07 Capital Reserve Fund.

The Lease shall provide for the creation of the Capital Reserve Fund and shall require annual contributions by the Commission of \$1,500,000 into the Capital Reserve Fund. All earnings and profits from the investment of the Capital Reserve Fund shall be for the account of the Capital Reserve Fund. The Commission and the Team intend that the Capital Reserve Fund is an asset of the Commission designed to protect its residual interest in the Baseball Stadium and shall not be an asset of the Team.

Section 6.08 Maintenance and Repairs.

The Lease shall require the Team to undertake and bear the cost of all Maintenance and Repairs.

Section 6.09 Capital Improvements.

The Lease shall permit the Team to make such Capital Improvements as it deems necessary or appropriate subject to the prior approval of the Commission which shall not be unreasonably withheld or delayed. The Lease shall provide that the cost of Necessary Improvements shall be paid or reimbursed to the Team from funds in the Capital Reserve Fund

and that, to the extent that the funds are insufficient, the Commission shall be responsible for the difference. However, in the case of Necessary Improvements described in clause (v) of the definition of Necessary Improvements, the Team shall contribute to the cost thereof to a degree commensurate with the contributions from the Major League Baseball teams to the same or similar upgraded facilities in other Major League Baseball ballparks that are governmentally owned in whole or substantial part and are more than two years old. The Lease shall provide for an arbitration process to resolve any disputes over what constitutes a Necessary Improvement and, in the case of clause (v), the extent of the Team's required contribution toward its cost. The Team shall bear the cost of Discretionary Improvements. The Lease shall grant the Commission the right to make and install Commission Additions, subject to the following: (i) written notice to the Team not less than 30 days prior to commencement of the proposed Commission Additions containing a detailed description thereof and identifying them as Commission Additions; (ii) the Commission Additions shall not impair the Team's permitted usage or quiet enjoyment of the Leased Property; (iii) the Commission shall bear all costs and expenses of the Commission Additions (other than from the Capital Reserve Fund); and (iv) the Commission shall hold the Team harmless from liabilities and damage arising out of the construction and use of the Commission Additions. The Team may reject any proposed Commission Additions if: (i) the Team reasonably believes the Commission Additions present an unacceptable public safety risk or a risk of damage to the playing field that cannot be repaired before the next scheduled or rescheduled home baseball game; (ii) the Commission Additions would violate Baseball Rules and Regulations relating to the public image of a Major League Baseball team or the Baseball Stadium; or (iii) promotional sponsorship, if any, connected with the Commission Additions, in the opinion of the Team, is incompatible with any major sponsorships or other exclusive advertising or promotional arrangements connected with the Team or the Baseball Stadium.

Section 6.10 Targeted Taxes.

The Lease shall provide that if any Targeted Taxes shall be imposed or enabled by the District Government or the Commission, the Team shall be entitled to deduct the amount of any Targeted Taxes that are paid by the Team (or others whose relationship to the Team or the Leased Property gave rise to the tax) from the amount of rent otherwise payable by it under the Lease. To the extent the deduction from rent is in respect of Targeted Taxes paid by someone other than by the Team, the Team shall deposit the applicable amount into an escrow account that may be disbursed only to the person(s) who paid Targeted Taxes or if unclaimed for such purpose after five years, then paid to the Commission. Unless and until the amount of any paid Targeted Taxes is recouped in full through rent offsets or direct payment by the Commission, the Commission shall lose its rights (i) to use the Leased Property under Section 6.03; (ii) to private suites and tickets under Section 6.03; and (iii) under Section 6.12(g).

Section 6.11 Insurance.

The Lease shall require subject to availability on commercially reasonable terms: (i) the Commission to carry replacement value property and casualty insurance in respect of the Baseball Stadium naming the Team as an additional insured with a time element rider providing business interruption insurance including extra expense and lost income coverage in such amounts as determined to be reasonable by a mutually selected insurance consultant, (ii) the Team to carry property and casualty insurance on its own personal property; and (iii) the Commission and the Team each to carry general liability insurance, naming the other as an

additional insured, with such coverages and in such amounts as shall be specified in the Lease. Each party shall bear the costs of the insurance required of it, except that the cost of business interruption insurance rider required in clause (i) above shall be paid by the Team.

Section 6.12 Community Benefit Obligations.

The Team acknowledges a civic responsibility to promote and contribute to charitable, educational and community organizations and other public works in the District of Columbia. Accordingly, the Lease shall require a commitment by the Team to deliver a strong and substantial community benefits package that will be developed taking into account, inter alia, best practices of Major League Baseball clubs and that will include the following:

- (a) The Team will establish, fund, and vigorously promote a charitable foundation which will benefit primarily youth and other residents of the District of Columbia. The Chairman of the Commission will be a member of the governing board of the foundation.
- (b) The Team will endeavor to maximize benefits for youth and other residents of the District of Columbia from Major League Baseball's various affiliated charitable organizations and programs such as: Major League Baseball Charities, Reviving Baseball in Inner Cities, Baseball Tomorrow Fund, Join the Major Leagues @ Your Library, Breaking Barriers, Baseball Assistance Team, Jackie Robinson Foundation, and Commissioner's Initiative for Kids.
- (c) The Team will request and encourage its advertisers and sponsors to contribute to the foundation referenced in (a) above to benefit youth and other residents of the District of Columbia.
- (d) The Team will request and encourage its players and other Team personnel to contribute financially and through personal appearances and other means to the foundation referenced in (a) above, or directly to other organizations that benefit youth and other residents of the District of Columbia.
- (e) The Team will provide attractive and meaningful programs designed to keep Major League Baseball games affordable for youth to be distributed through programs operated in partnership with the District of Columbia public schools.
- (f) The Team will take affirmative steps to: (i) promote the employment of residents of the District of Columbia in the Team's operations, and (ii) afford local, small and disadvantaged businesses in the District of Columbia an equal opportunity to compete for business for the supply of goods and services to the Team.
- (g) Upon either a sale of a "control interest" (as defined in the Major League Constitution in Baseball Rules and Regulations) in the

Team or a sale of the Team's franchise in either case within the first five years after the commencement of the RFK License (excluding the initial sale of the control interest by the current owner of the Team or of the franchise by the Team while the current owner of the Team owns the Team), the Team will or will cause the seller to pay to the Commission an amount equal to: (i) in the case of a sale of a control interest in the Team, 15% of the excess, if any, of the sale price over the seller's total investment in the interest being sold; or (ii) in the case of a sale of the Team's franchise, 15% of the excess, if any, of the sales price less any cumulative net operating losses over the Team's acquisition price for the franchise.

Section 6.13 Nonrelocation of Franchise.

The Lease shall require the Team to maintain its Major League Baseball franchise at the Baseball Stadium in the District of Columbia for the term of the Lease. The Lease shall also include such other provisions and remedies as shall be necessary to ensure enforcement of the obligation.

Section 6.14 Guarantee by District of Columbia.

The District Government agrees to deliver the District Guarantee. The Lease shall require the District Guarantee to be in full legal force and effect during the entire term of the RFK License and the Lease. The RFK License and the Lease shall give the Team the right to take any or all of the following actions in the event the District Government shall fail, subject to reasonable cure periods, to appropriate any funds required from the District of Columbia under the District Guarantee, namely the Team in such event may, but only to the extent necessary to mitigate the impact on the Team of the failure of appropriations, (i) elect to have the amount of license fees or rent payable by it under the RFK License or the Lease, as the case may be, reduced to the extent of the Team's damages attributable to the failure to appropriate for so long as the failure to appropriate shall continue, (ii) terminate the RFK License or the Lease, as the case may be, (iii) terminate the nonrelocation obligation described in Section 6.13; (iv) terminate the Commission's rights to use the Leased Property under Section 6.03; (v) terminate the Commission's rights to private suites and tickets under Section 6.03; and (vi) terminate the Commission's rights under Section 6.12(g).

ARTICLE VII

DEADLINE DATES

Section 7.01 Legislative Action.

Not later than December 31, 2004, subject to Section 9.04, the Commission shall provide the Team with reasonable evidence that all federal and District of Columbia legislative action to enable the construction, funding and operation of the Stadium Complex and the

Commission's and the District Government's participation in the foregoing, is valid and in full force and effect, subject only to: (i) D.C. Code §602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code §1-206.02(c)(1)); (ii) routine District Council approvals of contracts, bond authorizing acts or resolutions; (iii) laws regarding the availability of appropriated funds of the District Government, and (iv) federal legislation, if necessary, relating to a particular Baseball Stadium Site. The Commission shall be excused from meeting the deadline in this Section 7.01 if on or prior to December 31, 2004 it notifies the Team that: (i) the Team, in the reasonable judgment of the Commission, failed to meet the deadlines in Section 7.05 or Section 7.08; or (ii) the Office of the Commissioner of Baseball breached the MLB Guaranty in any material respect.

Section 7.02 Control of Buildable Site.

Not later than December 31, 2005, the Commission shall provide the Team with reasonable evidence that: (i) the Commission has acquired fee simple title or leasehold rights to the Baseball Stadium Site sufficient under commercial standards for the timely construction, completion, occupancy and usage of the Baseball Stadium as contemplated by this Agreement, (ii) the Commission's property interests in the Baseball Stadium Site will be subject to no liens, encumbrances or restrictions that could interfere with usage of the properties for their intended purposes; (iii) the soil and subsoil condition of the Baseball Stadium Site will support the Baseball Stadium without having to expend funds not included in the Baseball Stadium Budget; (iv) the Baseball Stadium Site is properly zoned for the uses contemplated under this Agreement; (v) there are no material environmental liabilities associated with the ownership, lease or use of the Baseball Stadium Site that would or could delay the completion of the Baseball Stadium or the Infrastructure beyond the deadline date referenced in Section 7.07; and (vi) necessary permits for the construction, occupancy and use of the Stadium Complex can be expected to issue in the ordinary course and without jeopardy to the completion date referenced in Section 7.07.

Section 7.03 Execution of RFK License.

Not later than January 15, 2005, the Commission and the Team shall execute and deliver the RFK License. The Commission shall be excused from meeting the deadline in this Section 7.03 if on or prior to December 31, 2004, it notifies the Team in writing of the Commission's reasonable belief that the Team failed to meet the deadline in Section 7.05 or Section 7.08 or the Office of the Commissioner of Baseball breached the MLB Guaranty in any material respect.

Section 7.04 Execution of the Lease and the Construction Administration Agreement.

Not later than December 31, 2005, the Commission and the Team (with all requisite approvals from Major League Baseball) shall execute and deliver the Lease and the Construction Administration Agreement.

Section 7.05 Franchise Relocation.

Not later than December 6, 2004, the Team shall provide the Commission with reasonable evidence that, assuming the deadlines in Sections 7.01 and 7.03 are met, the Team's Major League Baseball franchise will be relocated as described in Section 3.01.

Section 7.06 Funding.

Not later than December 31, 2005, the Commission shall make the deposit described in Section 5.01.

Section 7.07 Project Completion.

The Commission shall use reasonable best efforts to complete the Baseball Stadium and the Infrastructure and make them available to the Team for the play of Major League Baseball not later than March 1, 2008.

Section 7.08 MLB Guaranty.

Contemporaneously with the execution and delivery of this Agreement, the Team shall cause the Office of the Commissioner of Baseball to have executed and delivered the MLB Guaranty.

ARTICLE VIII

REMEDIES

Section 8.01 Termination Rights in General.

The Commission, the District Government and the Team entered into this Agreement to set forth their respective undertakings to bring about the relocation of a Major League Baseball franchise to the District of Columbia. Each understands that a successful result is dependent upon their mutual cooperation and adherence to the deadline dates set forth in Article VII. Accordingly, each is willing to proceed under this Agreement knowing that, as a practical matter, proceeding under this Agreement forecloses or alters the timing of other possible desirable courses of action. Subject to Section 9.04, no party shall have the right to terminate this Agreement pursuant to Section 8.02 or Section 8.03 if the party's own action or inaction is the proximate cause of the missed deadline. Unless otherwise provided in the Construction Administration Agreement, the RFK License or the Lease, as the case may be, a termination of this Agreement shall have no effect on the Construction Administration Agreement, the RFK License or the Lease.

Section 8.02 Termination Rights of Commission and District Government.

The Commission or the District Government may, by written notice to the Team, terminate this Agreement and be relieved of all obligations and liabilities under this Agreement if: (i) a deadline specified in Section 7.05 or Section 7.08 shall not be met; (ii) the Office of the Commissioner of Baseball shall have breached the MLB Guaranty in any material respect and failed to remedy the breach within 60 days following written notice specifying the breach and demanding that it be remedied; or (iii) despite their respective good faith efforts, the deadline specified in Section 7.01 shall not be met; provided, however, that in the event of a termination pursuant to clause (iii), the Commission shall nevertheless make RFK Stadium available for use

by the Team under a license agreement having terms to be negotiated in good faith and providing for reasonable arms' length economic and other terms, including, without limitation, appropriate amortization of the RFK Improvements. It is agreed that time is of the essence with respect to such deadline dates.

Section 8.03 Termination Rights of the Team.

The Team may, by written notice to the Commission and District Government, terminate this Agreement and be relieved of all obligations and liabilities under this Agreement if the deadline specified in Section 7.01 shall not be met, or a deadline specified in Section 7.02, Section 7.04, Section 7.06 or Section 7.07 shall be missed by more than 24 months. It is agreed that time is of the essence with respect to such deadline dates.

Section 8.04 Remedies.

The Commission, the District Government and the Team agree that their respective remedies for any breach of or default under this Agreement shall be as set forth below:

- (a) The Commission, the District Government or the Team, as the case may be, shall have the right to terminate this Agreement as set forth in Section 8.02 or Section 8.03, as applicable.
- (b) The Team shall have the remedies set forth in Section 6.10 and Section 6.14.
- (c) If the deadline in Section 7.07 is not met, the Team shall be entitled to recover from the Commission any compensatory damages suffered by the Team, including, without limitation, lost profits (revenues net of all applicable costs, taxes and other expenses) derived from private suites, club or other premium seats, parking, concessions, naming rights and other advertising, signage and sponsorships that would have been available to the Team if it were operating in the Baseball Stadium, and costs and expenses incurred by the Team as a result of the deadline being missed. The Team shall be entitled to recover the compensatory damages in respect of any period after the missed Section 7.07 deadline; provided, however, that: (i) if the Team exercises the termination right under Section 8.03, the Team waives the right to recover from the Commission compensatory damages in respect of any period after the termination date; (ii) the Team shall be required to vigorously pursue and enforce all available insurance claims and the amount of compensatory damages shall be net of any applicable insurance recovery by the Team; and (iii) to the extent that the Section 7.07 deadline is missed notwithstanding the Commission's reasonable best efforts to meet the deadline, the Team's entitlement to compensatory damages under this paragraph (c) shall be calculated in respect of the period following the missed deadline up to a maximum period of 24 months and shall be 50%

of the excess of the Team's compensatory damages over the amount of lost (taking into account continuing Team operations at RFK Stadium) ticket tax, sales tax and other excise tax revenues (including, without limitation, the tax revenues required to be deposited into the Baseball Revenue Fund pursuant to the legislation of referenced in Section 7.01) on ticket sales, parking revenues, food and beverage sales, and merchandise sales at the Stadium Complex.

- (d) Except as set forth in paragraph (c) (and without derogation of the parties' rights in respect of a breach or default under another Article that is also a breach or default under Article VII), there shall be no recovery for damages resulting from any breach or default under Article VII. The Team may recover from the Commission, and the Commission and the District Government may recover from the Team, Incidental Damages resulting from any breach or default of this Agreement other than in Article VII. "Incidental Damages" means actual out-of-pocket expenses incurred by a party to this Agreement in reliance upon another party's performance of its obligations under this Agreement or in reliance on the truth of the representations in Article II. By way of illustration, Incidental Damages would include amounts actually expended or obligated by the Commission or the District Government in preparing RFK Stadium for the RFK License but would not include any claim for lost profits. As a second illustration, Incidental Damages would include expenses for architects or other consultants incurred or obligated by the Commission or the District Government for the design or construction of the Baseball Stadium but would not include any claim for lost profits relating to the Baseball Stadium or the Lease or any claim for lost benefits of redevelopment of the area in which the Baseball Stadium is to be built.
- (e) The Team, the Commission and the District Government, as applicable, shall have the right to seek an injunction, mandamus, or other equitable relief in the nature of an injunction or mandamus, for violations of this Agreement, including particularly, but without limitation, a violation of Section 3.01 by the Team.
- (f) The Team, the Commission and the District Government agree that the remedies set forth in paragraphs (a) through (e) shall be the sole and exclusive remedies for any breach of or default under this Agreement and hereby waive any and all other remedies, including, without limitation, any form of equitable relief and any and all claims to any form of compensatory damages, consequential damages, incidental damages and punitive damages other than the remedies allowed in paragraphs (a) through (e). The remedies in paragraphs (a) through (e) are cumulative, except that

if the Team, the Commission, or the District Government elects to exercise its termination rights under Section 8.02 or Section 8.03, it shall not have the right to recover damages in respect of any period of time subsequent to the termination date.

- (g) Nothing contained herein is intended to waive any right or remedy available to the Team, the Commission or the District Government under any of the other agreements contemplated under this Agreement, including, without limitation, the MLB Guaranty, the Construction Administration Agreement, the District Guarantee, the Lease, and the RFK License.
- (h) The Team, the Commission and the District Government agree that, except for the remedies in paragraph (e), all claims for damages or other remedies under this Agreement shall be resolved by Arbitration.
- (i) The Commission hereby waives its right to assert or raise the defense of sovereign or governmental immunity in any civil action, whether at law or in equity, whether brought in the courts of the District of Columbia or elsewhere, or in resistance to any arbitration proceeding or in the arbitration proceeding itself or in enforcement thereof, which action or proceeding arises under or is based upon the Agreement or any of the agreements contemplated herein. This waiver of immunity shall also encompass, without limiting the foregoing, actions to impose and enforce equitable liens and related devices such as attachment or garnishment, irrespective of the source of funds to be attached or garnished. This waiver of immunity shall not be in derogation of any other waiver of immunity that may also be applicable to such action, proceeding or agreement.
- (j) The parties agree that the specification of remedies hereunder, including without limitation the caps on damages and the extension of the periods following the deadlines set forth in Article VII before which a party may exercise its termination rights as provided in this Section 8.04, shall not be interpreted to extend the time for, or otherwise relieve a party from, its common law duties of mitigation in respect of any breach or default hereunder.

Section 8.05 Mediation and Arbitration.

- (a) If the parties are unable to reach mutual agreement with respect to any matter requiring the parties' mutual agreement under this Agreement, within 10 days following the unmet deadline prescribed herein for such agreement, the parties shall submit such matter to mediation under the Mediation Procedures of the American Arbitration Association. Real estate development or

construction matters shall be subject to the Construction Industry Mediation Procedures and other matters shall be subject to the Commercial Mediation Procedures. Once commenced, no such mediation shall be permitted to proceed for more than 15 days. Each party shall bear its own expenses, and the costs and expenses of the mediator and any administrative expenses of the mediation shall be borne 50% by the Team and 50% by the Commission. Failure of the parties to reach mutual agreement pursuant to this mediation procedure shall be deemed to be a dispute arising under this Agreement.

- (b) Except as otherwise provided in Section 8.04(e) of this Agreement, all disputes arising out of this Agreement shall be resolved by binding arbitration in the District of Columbia before a panel of three independent arbitrators under the auspices and pursuant to the rules of the American Arbitration Association. Any dispute regarding real estate development or construction matters shall be governed by the Construction Industry Arbitration Rules then in effect, and any dispute regarding other matters shall be governed by the Commercial Arbitration Rules then in effect. Unless otherwise provided in this Agreement, the arbitration hearing will be scheduled so that it is concluded within six months from the date of the filing of the arbitration and the panel shall render its decision within one month after the closing of the hearing. Arbitrators will be chosen under the usual procedures and from the usual panels of the American Arbitration Association except that none of the arbitrators shall have performed, directly or indirectly, a material amount of work for the Team, the Commission or the District Government within the five-year period immediately preceding the date of their selection or intend or desire to perform work for the Team, the Commission or the District Government within one year following the date of their selection. Issues determined by arbitration pursuant to this provision shall be given preclusive or collateral estoppel effect. Each party shall bear its own attorneys' fees and costs relating to the arbitration, but the costs and fees of the panel, the fees to the American Arbitration Association, and any other costs of such arbitration shall be borne equally by the Team and the Commission.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Parties and Interests.

This Agreement sets forth the entire agreement of the Commission, the District Government, and the Team with respect to the subject matters covered by this Agreement. Any prior understandings or agreements, whether oral or written, with respect to subject matters

covered by this Agreement are terminated and replaced by this Agreement. This Agreement is solely for the benefit of the Commission, the District Government, and the Team, and no other person shall have any rights under or by virtue of this Agreement.

Section 9.02 Notices.

All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail postage prepaid, or delivered by commercial overnight courier, with proper address as follows:

If to the District Government: Government of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue N.W.
Washington, D.C. 20004
Attention: Deputy Mayor for Planning and
Economic Development

With a copy to: Office of the Attorney General
John A. Wilson Building
1350 Pennsylvania Avenue N.W.
Washington DC 20004
Attention: Attorney General

If to the Commission: District of Columbia Sports and
Entertainment Commission
2400 East Capitol Street S.E.
Washington, D.C. 20003
Attention: Chairman

With a copy to: Covington & Burling
1201 Pennsylvania Avenue N.W.
Washington DC 20004
Attention: W. Andrew Jack

If to the Team: Baseball Expos, L.P.
c/o Major League Baseball
245 Park Avenue
New York, NY 10167
Attention: General Counsel

With a copy to:

Foley & Lardner LLP
3000 K Street N.W.
Washington, D.C. 20007-5101
Attention: Richard Weiss

Any party, by written notice to the others, may change its address for purposes of this Agreement.

Section 9.03 Amendments and Waivers.

No amendment to this Agreement shall be binding upon any of the Commission, the District Government or the Team until the amendment is reduced to writing and executed by each of the Commission, District Government and the Team. No waiver of any terms of this Agreement shall be binding on the party granting the waiver until the waiver is reduced to writing and executed by the party granting the waiver.

Section 9.04 Governing Law.

The internal laws of the District Government shall govern this Agreement excluding the conflicts of laws principles thereof. Notwithstanding any other provision of this Agreement to the contrary, the obligations and representations of the Commission and the District Government and the rights of the Team under this Agreement and in connection with the transactions contemplated hereby are subject to the adoption of the legislation described in Section 7.01 and the availability of lawfully appropriated funds generally, and the obligations of the Commission are further subject to any applicable statutory or other limitation on its legal powers, including, but not limited to, any statutory requirement to obtain District Council approval of a contract for the expenditure of \$1,000,000 or more in a twelve-month period. Notwithstanding any other provision of this Agreement to the contrary, the obligations of the Team and the rights of the Commission and the District Government under this Agreement and in connection with the transactions contemplated hereby are subject to any court orders arising out of any litigation disclosed to the Commission pursuant to Section 2.02(e).

Section 9.05 Captions.

The captions and headings in this Agreement are only for convenience and do not define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 9.06 Counterparts.

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 9.07 Assignment.

The Team shall not have any right to assign its rights or delegate its obligations under this Agreement, other than to a purchaser of the Team's Major League Baseball franchise in a transaction approved in accordance with Baseball Rules and Regulations, without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed. The Commission shall not have any right to assign its rights or delegate its obligations

under this Agreement, other than to another entity of the District Government, without the prior written consent of the Team, which consent shall not be unreasonably withheld or delayed.


Section 9.08 MLB Requirements.

Notwithstanding any other provision of this Agreement, the obligations of the Team under this Agreement shall in all respects previously disclosed pursuant to Section 2.02(f) be subordinate to the approval requirements and other Baseball Rules and Regulations as they are applied generally to all Major League Baseball clubs.

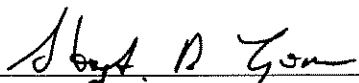
[End of Agreement. Signatures are on the following page.]

The Commission, the District Government, and the Team have executed this Agreement with the intention that it be legally binding and effective as of September 29, 2004.

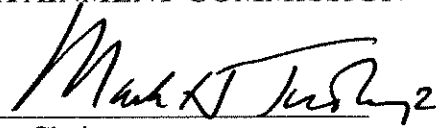
THE DISTRICT OF COLUMBIA

By 
Anthony A. Williams,
Mayor

Approved for Legal Sufficiency


Title: Senior Counsel

**DISTRICT OF COLUMBIA SPORTS AND
ENTERTAINMENT COMMISSION**

By 
Its Chairman

BASEBALL EXPOS, L.P.

By **BASEBALL EXPOS GP, INC.**
Its General Partner

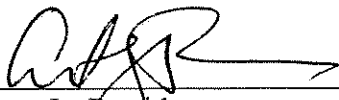
By 
Its President

Exhibit A

Baseball Stadium Budget

D.C. MAJOR LEAGUE BASEBALL PARK

Project Budget

Ballpark Hard Cost		
Base Building Cost	1,050,000 GSF	\$244,100,000
Hard Cost Contingency		\$19,500,000
Total Ballpark Hard Cost		\$263,600,000
Ballpark Soft Costs		
Ballpark Soft Cost		\$35,300,000
Soft Cost Contingency		\$1,800,000
Total Ballpark Soft Cost		\$37,100,000
TOTAL BALLPARK COST		\$300,700,000
Ancillary Project Costs		
Land		\$65,000,000
RFK		\$13,000,000
Parking		\$16,500,000
Financing		\$40,000,000
Total Ancillary Costs		\$134,500,000
TOTAL PROJECT COST		\$435,200,000

Exhibit B

Baseball Stadium Site

The Baseball Stadium Site is bounded by N Street SE, Potomac Avenue SE, South Capitol Street and 1st Street SE. The site consists of approximately 21 acres.

Exhibit C

Infrastructure

The following modifications or improvements to the Baseball Stadium Site shall constitute the Infrastructure for purposes of this Agreement:

1. the relocation of existing utilities;
2. the connection of new services, including water, storm, sewer, electric and telephone; and
3. site work, including site drainage, landscaping, paving, fencing and the construction of a public promenade, plaza and sidewalks.

Off-site work (including, without limitation, transportation improvements or utility system upgrades) shall not constitute Infrastructure.

Exhibit D

Preliminary Project Plan

The following requirements are intended to provide the baseline for planning of a new Major League Baseball Park in the District of Columbia. The total building size is estimated at 1,050,000 GSF.

I. SITE REQUIREMENTS

A. Vehicular Circulation

1. Adequate access and egress to and from the peripheral road system shall be provided.
2. Appropriate emergency vehicle access shall be provided around the ballpark structure.
3. Parking shall be provided for automobiles and buses. Off-site parking will be primarily used for total capacity. The number of spaces provided on-site will be dependent on the size of the usable site but will include, at a minimum, the following:
 - a)

(1)	Team and Premium Seat-holder Spaces	1,100
(2)	Disabled spaces	125
(3)	Bus spaces	30
 - b) Goal is to accomplish a 45-minute maximum parking area empty time.
 - c) Access between the ballpark and the player and team administration parking areas should be convenient and secured from the public.

B. Pedestrian Circulation

1. An easily-understandable circulation, parking, and pedestrian movement system focusing on the ballpark entrances shall be strongly delineated and allow maximum flexibility, efficient movement, and freedom of choice of entrance at the perimeter. Clearly defined parking areas and pedestrian walks leading to the ballpark shall be provided. Reinforcement of the circulation system shall be achieved with flagpoles, landscaping, and lighting.
2. Appropriate graphics, safety, and equipment to aid pedestrian movement shall be provided.

C. Storm Drainage, Retention and Utilities

1. All storm drainage and utilities shall be provided in accordance with applicable codes and ordinances.

D. Entrances

1. Many entrances are provided to a major-league ballpark, each serving a different "User Group". The location and design of these various entries (including the major public gates) must respond to site-specific circulation patterns in order to be convenient. The primary entrances are to be designed and themed as desired by the Team with an emphasis on revenue producing elements.
2. Following are some of these entrance types:

- a) Public Entrances
 - (1) Public Entrances (the quantity of which shall be determined during design) should allow for sheltered queuing space in front of turnstiles with generous amount of vertical circulation including elevators, escalators, stairs and ramps to move spectators up to the main public concourse. Vertical circulation should serve all levels whenever possible (allowing for certain controlled uses such as express elevators to the upper decks) and be uniformly located to ease congestion and better support operations.
- b) General Admission
- c) Club Lounge/Club Seating
- d) Ballpark Club
- e) Front Office/Lobby
- f) Ticket Office/Will Call
- g) Player Entry/Visiting Team/Home Team
- h) Visiting Team
- i) Press/Media/TV
- j) Hall of Fame/Gift Shop/Tours
- k) Game Day Employees/Concessionaire
- l) Picnic/Group Sales
- m) Service/Delivery Docks

II. SPECTATOR FACILITIES

A. Spectator Seating

- 1. General Seating Criteria
 - a) A total of approximately 41,000 seats for viewing baseball are planned in six general categories:
 - (1) Lower Deck Reserved Seating 20,350 seats
 - (2) Box Seating TBD seats
 - (3) Bleacher Seating 4,470 seats
 - (4) Club Seating 2,000 seats
 - (5) Suite Seating 1,080 seats
 - (6) Upper Deck Reserved Seating 13,100 seats

The design will anticipate 2-3 discreet pricing levels in the lower bowl area directly behind the back stop screen. These seating area(s) will include access to a separate dining facility for front rows (300-400 seats) and a separate concourse area for the remaining seats. Also, the design will anticipate 2 pricing levels for lower bowl seating along first and third base lines.

- b) The seating configuration shall maximize the number of reserved seats between the foul poles.
- c) The minimum sightline clearance shall be 2-1/4" above the eye level of the spectator in the preceding row. Sightlines will be to two focal points, defined by the back of batters circle at home plate and the front of the coaches box at first and third base. The first row of seats shall be approximately 6" above the field; riser height shall vary from 6" minimum to 21" maximum. Minimum aisle width with seats on both sides shall be 48".
- d) Galvanized (or other durable finish) steel handrails shall be provided at all vertical aisles, at portals, at the front of all seating sections, and at the back of all seating sections adjacent to concourses.
 - (1) Handrails and guard rails located within the seating bowl shall be designed to limit sightline obstructions. To the extent required, glass railings will be provided to eliminate sightline obstructions caused by handrails and guardrails.
- e) Wheelchair seating areas shall comply with all applicable code requirements and shall be accessible by elevator, as well as by ramp. Specifically designed wheelchair seats shall be included to provide maximum user flexibility and allow use by others when not needed by wheelchair patrons. All levels shall have wheelchair accessible seating. The "Americans with Disabilities Act" currently requires 1% wheelchair seating and 1% companion seating, and design will be consistent with currently applied ADA standards at the completion of contract documents. Also included shall be 1% mobility impaired seating. Electrical outlets shall be provided at appropriate intervals for recharging battery-operated wheelchairs. An FM hearing-assistance system shall be provided.
- f) Seating Bowl Geometry
 - (1) The seating bowl shall be bent towards the infield at a point just beyond the skinned area of the infield to allow for greatest horizontal sightlines to the infield.
 - (2) The seating bowl shall be turned at the corners/foul poles to allow for the greatest horizontal sightlines to the infield.
 - (3) The angle between the first and third base walls will be minimized.
 - (4) The dimension between home plate and the first spectator will be minimized, with a target 45-55'.

- (5) The league minimum distance will be used from first and third base to the first row of seating and foul territory will be limited.

2. Reserved Seating

- a) There will be two types of reserved seating: box seats and individual reserved seats. It is intended that these seats will be provided in both the lower and upper seating decks in prime locations for viewing baseball. All seats in this category will be individual self-rising plastic seats and back pans with arms. Supports shall be cast iron and riser-mounted at all locations except at the end – standards which should include a custom logo. The minimum seat width shall be 19 inches, except that aisle seats may be 18 inches for coursing. The minimum tread depth will be 33 inches. In the box seating sections, the maximum number of seats between aisles will be twelve (12) (or less in order to align aisles) at the lower deck and these shall be grouped in even numbers. Box seating at upper deck shall have 12 and 14 seats between aisles. All seats will be provided with a cupholder.
- b) For the balance of the reserved seats, the maximum between aisles shall be 24 seats and they should be grouped in even numbers where possible.

3. Bleacher Seating

- a) The bleacher seating section shall be located in the outfield area. It is intended that the bleacher seating will be benches with individual seat contour backs. All bleacher seats will be bench type with a back and cupholders. Minimum tread depth shall be 33 inches. In the bleacher section, there will be a maximum of 24 eighteen-inch seats between aisles.

4. Club Seating

- a) The club seating is to be a premium seating area for a premium price. The club seating will include a variety of enhancements. It is intended that the club seating would be a separate and discreet seating level (open air) with direct access and use of an enclosed conditioned concourse/lounge space. The minimum seat width shall be 21 inches with a 36 inch tread. The maximum number of club seats between aisles is to be 14. Each seat would be provided with amenities such as cup holders and a padded seat.

5. Suite Seating

- a) Each suite shall have two rows of seating outside of the suite for a minimum of 12 seats. An enclosed air-conditioned suite behind would have a row of non-fixed seating inside the suite. Access to suite seating would be through the suites. All suite seats shall be padded and have a drink/plate tray. All seats shall be 22 inches wide at a minimum. Tread width shall be a minimum of 48".

B. Stadium Section

1. Consideration should be given to the following favored seating section, but alternate seating layouts should be studied including economic alternatives for separate club and suite levels, with respect to the issues regarding ballpark plan and section:
 - a) Lower concourse/seating deck, 35-40 rows maximum, with a view to the playing field from the concourse; separate club seating deck and suite level/concourse, 12-15 rows of club seats max, with a view to the playing field from the concourse; and a separate upper concourse/seating deck, 20-25 rows max.
 - b) Cantilevered seating sections are recognized as a means to achieve the maximum number of seats as close to the playing field as possible with the smallest overall building footprint. Cantilevered seating should not obstruct spectator views to the main video replay or matrix boards. All cantilevers shall be designed to limit deflection and movement from the spectators' perception. Study should be given to the impact of the cantilever to sightlines to average baseball trajectory patterns.
 - c) Cross aisles should be utilized in the seating bowl only if required to achieve a more desirable sectional solution or to create a demarcation to differentiate seat pricing. Upper deck vomitories and cross aisles in instances where spectators enter the seating bowl should be as close to the midpoint as possible.
 - d) The angle of the upper deck shall not be greater than 32 degrees.
 - e) Concourses:
 - (1) Service Level/Entry Level
 - (a) Provide adequate entry areas to move spectators up to the main concourse. Do not mix spectators with service level functions.
 - (2) Main/Lower Level
 - (a) The concourse shall be a non-air-conditioned space allowing access to the lower seating bowl via aisles extending to the front row from the top of the seating bowl. A view of the playing field from a majority of the concourse shall be provided.
 - (b) Concessions, toilets, services and support functions shall be grouped on the outboard side of the concourse.
 - (c) The lower bowl concourse will allow for 360 degree pedestrian and service vehicle circulation around the playing field.
 - (d) Volume/height of the concourse shall be appropriate to the width and number of occupants; ceiling height range 20'-30'.

- (3) Club and Suite Level
 - (a) Provide view of the playing field/main scoreboard from the concourse/club.
 - (b) Concourse shall be able to accommodate large group functions on non-game days, i.e. wedding receptions, parties, etc.
 - (c) Concourse shall be a fully heated and air conditioned space.
- (4) Upper Level
 - (a) Concourse shall be protected, non-air-conditioned space allowing for access to the upper deck via vomitories. Width appropriate to seating capacity.
- (5) Concourse Width
 - (a) Concourse width shall be a minimum of 40' wide at the Lower Bowl and 30' wide at the Upper.
- (6) Concourse Enclosure
 - (a) It is anticipated that the main concourse will be open-air with toilets/concessions on the out-board side which affords views to the field from the concourse. The club and suite concourses will be enclosed and conditioned. The upper concourse will be open-air with toilets/concessions on the in-board side of the concourse and include provisions for shelter from rain.

C. Public Washrooms

- 1. Washrooms shall be provided for men and women at every concourse level and they shall be appropriately distributed. The ratio of spectators to fixtures shall be based on a 50% male and 50% female attendance. Fixtures shall be provided based on the following ratios unless superseded by more stringent applicable code requirements:
 - a) Lavatories 1 per 300 men/1 per 200 women
 - b) Water closets 1 per 350 men/1 per 85 women
 - c) Urinals 1 per 125 men
- 2. Fixtures shall be provided based on the following ratios for the club and club suite concourse unless superseded by more stringent applicable code requirements:
 - a) Lavatories 1 per 125 men/1 per 125 women
 - b) Water closets 1 per 250 men/1 per 50 women
 - c) Urinals 1 per 75 men
- 3. Washrooms shall be equipped with accessories that include mirrors (full length at side walls), shelves above lavatories, diaper changing counters and toilet partitions. Soap and paper dispensers will be provided and installed by the

selected vendor. Purse holders in the women's units shall be provided. An attendant closet with service sink, hot and cold water and storage shall be provided for every washroom.

4. All washrooms will be wheelchair-accessible.
5. All washrooms shall be equipped with general lighting and exhaust. Tempered water service only shall be provided for all public washrooms at the main concourse and upper concourse. Hot and cold water service shall be provided at the club and suite levels. Some degree of heating shall be provided to all washrooms for fan comfort during spring and fall games.
6. Each public washroom shall be equipped with the back of house address sound system.
7. Family toilets will be provided to accommodate family use and disabled persons that might require assistance, two on each concourse located near the main entrances and or vertical circulation.

D. Food Service

1. Note: All Food Service is subject to modifications based on subsequent food service concessionaire and/or consultant input.
2. Food Service facilities must contain the following:
 - a) Traditionally, there are many types of spaces associated with concessions and food service operations in a major-league baseball facility.

(1) Concession stands	TBD
(2) Vendor stations	TBD
(Anticipate at least 3 on Main Level and 2 on Upper Level)	
(3) Central commissary and prep kitchen	30,000 SF
(4) Suite and club level kitchen	5,000 SF
(5) Ballpark Club Restaurant	10,000 SF
(6) Club lounges	20,000 SF
(7) Fan picnic area	15,000 SF
(8) Press Lounge Food Service	1,500 SF
(9) Family area	TBD SF
(10) Suite pantries	TBD
(11) Dining and lounge for Home Plate seating area	10,000 SF
 - b) All appropriate finishes, millwork, television monitors, menu boards, mechanical, electrical, and life-safety systems be provided to and within the concession spaces under the base contract for construction. All food service equipment will be supplied and installed and connected by the base construction contract, including club restaurant furnishings, kitchen worktables and racks, etc. The concessionaire will be responsible for other equipment such as smallwares, linens, glasses, plates and typical food serving loose items.

- | | | |
|---|--------------------|-----------|
| (1) | Concession Stand | TBD SF |
| <ul style="list-style-type: none">(a) Concessions stands shall be built and located at all concourse levels and appropriately distributed. Space, not less than one serving station of approximately 5 linear feet, shall be provided for each 200 spectators. All concession stands shall consist of three perimeter walls, and a serving wall. The front service wall shall be secured by an overhead coiling door. The actual size, character and location of the stand shall be determined through the ballpark design process.(b) In addition to the general concession stands, consideration should be given to grills, pizza ovens, etc. Exhaust hoods should be provided 60% of all concession stands.(c) Approximately 20 portable concession stands shall be accommodated with proper power, potable water and waste considerations.(d) The inclusion of privately run or franchised, branded food outlets may be part of the food service program and should be considered. | | |
| (2) | Vendors Stations | TBD SF |
| <ul style="list-style-type: none">(a) These facilities for food handling and storage shall be located on all concourse levels. The commissary shall be designed to provide service based on one vendor per 100 spectators and a minimum of 20 square feet per vendor. The actual location of the commissaries will be determined during the ballpark design process. | | |
| (3) | Central Commissary | 30,000 SF |
| <ul style="list-style-type: none">(a) Located on a non-public service level, the central commissary contains support functions for the "public" concession areas. In addition to accommodating office and accounting activities the commissary allows the concessionaire to receive, store, and prepare products in a central kitchen in an efficient and cost-effective manner. This area also includes male and female locker facilities including uniform laundry/check-in, dressing rooms, showers and toilets (see notes above), employee lounge, central CO2 room, central beer distribution walk- ins, souvenir storage, and specialty storage. Included in this area is to be laundry facilities (For Food Service only). | | |

- (4) Suite and Club Level Kitchen 5,000 SF
- (a) This kitchen serving the catering and food service functions for the suite and club level areas will be defined separately from the central commissary and may in fact be operated by a separate vendor from the general concessions contract.
- (5) Ballpark Club Restaurant 10,000 SF
- (a) A Ballpark Club with the capacity and kitchen space necessary to seat and service approximately 500* patrons with a view of the playing field. 200 patrons are to be accommodated in the restaurant and 300 in the lounge. Elevator access will be provided to the facility as part of the construction. There is a possibility that this facility could be operated on a year-round basis and should have the ability to be accessed from public street level lobby. Adjacent ball park spaces shall not be accessible on non game days. Also included in the Ballpark Club will be a club bar, coat storage, general storage, hostess/receiving station, toilet facilities, and other related spaces. The ballpark club restaurant will have a level of finishes similar to those at recent comparable ballparks.
- (6) Club Lounges 20,000 SF
- (a) These spaces will be associated with and adjacent to the club seating. The club lounge areas are to have level of finish similar to recent comparable facilities.
- (b) Food and beverage service would be enhanced and may consist of sit-down service at tables with food delivered by staff for special ordering, no vendors.
- (7) Fan Picnic Area/Group Pre-Game Space 15,000 SF
- (a) Outdoor picnic area, adjacent to the bullpens or outfield area, with kitchen facilities necessary to provide food and beverages for approximately 500 to 2,000 picnickers, divisible into smaller units for group sales and sponsor purposes. Construction will include concession facilities and appropriate fencing and/or screening to segregate the picnic area itself from other areas of the ballpark. The picnic area is to have a view of the field. Use is to be from two hours before the game to the second inning.

- (8) Press Lounge Food Service 1,500 SF
 - (a) Dining area and kitchen space necessary to seat and properly service approximately up to 80 members of the press at one time on event days. Kitchen space will include Food Service equipment and serving. Area will be adjacent to the press box.
- (9) Family Area 10,000 SF
 - (a) Segregated area of the ballpark reserved for family seating. Area restricts certain activities while providing food amenities and facilities appropriate to young children and their parents. It will include a specialty concession stand with a children's menu and an outdoor seating/dining area. The dining area should be fenced from the concourse area.
- (10) Kids Training Area 12,000 SF
 - Dedicated area at the main concourse level for "FUN"dementals" during games and for specialized training at non-game times.
- (11) Suite Pantries TBD SF
 - (a) Two holding areas will be provided on the club / suite level to service the suites. These may be reduced or increased depending on the number of suites being served.
- (12) Dining and Lounge for Home Plate Seating 10,000 SF
 - (a) This lounge area, inclusive of a prep kitchen, will serve the Home Plate seating area.

E. Souvenirs

- 1. Souvenir Stands 1,000 SF
 - (a) Four permanent novelty stands shall be provided. Two on the main concourse and two on the upper concourse. The novelty stores shall be a minimum of 300-500 square feet each.
- 2. Merchandise Store 5,000 SF
 - (a) A permanent merchandise store is anticipated to sell baseball merchandise. This would be configured to allow access from within the ballpark during games and off-game use by the public.
 - (b) A high end merchandise store at the club level is anticipated to sell baseball merchandise on the club level during game functions

- (c) A merchandise store catered to kids is anticipated to sell baseball merchandise. This would configure to allow off game use by the public. Store will be smaller than the main merchandise store.

2. Naming Right Retail Store 3,000 SF

- (a) A dedicated retail store will be located near the main entrance for use by the naming rights partner. This will be provided as shell space with service of all major building systems provided to the space. The space will be located and configured to allow access from within the ballpark during games and off-game use by the public.

F. Suites

1. Private Suites 30,000 SF

- (a) Approximately 66 private suites of various sizes with high-quality furnishings and finishes, each accommodating a minimum of 12 exterior seats. Finishes to include 24 oz. carpet, painted drywall, 2 x 2 acoustical lay-in ceiling, wood veneer millwork and stone countertops. The suites shall be as close to the playing field as practical without compromising club or lower deck seating areas. Access, egress, washroom and concession services to these suites (and to the club seating areas) shall be separated from the other parts of the ballpark. Refrigerator, ice maker, chafing dishes, plasma TV, computer connectivity, bar sinks, cabinets, capacity for individually-controlled mechanical units, electrical panel board capacity, television cable and ballpark audio system provisions shall be provided. Exterior seating to be padded with a drink/plate tray
- (b) Toilets are required in individual suites only if concourse is shared with club level patrons.
- (c) During the design phase, field level suites should be considered.

2. Party Suites 4,800 SF

- (a) Six 24-person party suites shall be provided. These facilities shall be fully equipped, furnished and outfitted in a comparable manner to the ballpark suites. These suites shall have the capability of being divisible into twelve persons.

3. Owners Suites 1,600 SF

- (a) Two 20-person suites are to be provided at the general suite level or other area acceptable to the Owner for the use of the team owner and District government. Also required are three small suites at the Press Level for use by Baseball Operations, Marketing and Administration.

4. Suite Office 300 SF

- (a) A finished, furnished office shall be provided at the suite level for administration of suite-level functions.

5. Miscellaneous Suite Spaces

- (a) If suites are located on a private concourse, toilet areas shall be provided outside of the individual suites. If suites are located on a shared concourse with the club level patrons, toilets shall be provided within each suite. Other support spaces shall be provided.

G. Ticket Windows

1. A total of 15 ticket windows at the ticket office
2. In addition, 4 ticket windows at each of 4 remote locations. (16 total)
3. Climate-controlled secured ticket windows for event ticket sales shall be provided for the baseball events. Handrails for crowd control (queuing) shall be provided.
4. Ticket window spaces shall include work areas, counters, cash drawers, changeable letter panels, heating, cooling, lighting and electrical outlets. Toilet facilities for sale personnel shall be convenient to the window spaces.
5. Bullet-resistant window assemblies with audio system and LED reader boards for buyer/seller transactions shall be provided.
6. There shall also be windows for advance ticket sales. Two outside and two inside are to be provided. Advance sales windows shall be conveniently located, accessible from within the ballpark and adjacent to the ticket office on the main concourse. The second inside advance sales window shall be on the upper concourse.
7. Remote ticket windows shall be provided at the appropriate entrance locations.

H. Miscellaneous

1. Cash Stations (ATM) 100 SF each
 - (a) Space for eight (8) machines inside the park for use during games. Four (4) shall be provided on the main concourse and four (4) on the upper concourse. 1-2 at Club Lounge. Need 2 electrical outlets and two telephone lines to each ATM.
 - (b) Space for two (2) machines outside the park.
2. Arcade/Games of Skill 2,000 SF
 - (a) Space located off of the concourses that would feature an autograph booth, pitching machine, batting cage, photo booths and computer trivia games.
3. Promotion Storage 100 SF each
 - (a) Lockable, secure storage room for day-of-game promotional material shall be provided at each point of distribution.

4. First Aid 800 SF
 - (a) Facilities for emergency assistance shall contain office spaces for a physician and a nurse, examining area with a sink, cot room to accommodate patients, waiting room, toilet and storage rooms, medical equipment and supplies are not included. Facilities shall be at both the main concourse and the upper concourse areas. Access to ambulance parking shall be provided.
5. Fan Accommodations 200 SF
 - (a) Fan accommodation office shall be located on the main and upper concourse and shall provide information and general assistance to spectators. Appropriate counter, casework, and pull-down shutter shall be provided.
6. Hall of Fame/Museum 4,000 to 6,000 SF
 - (a) Space shall be designated for baseball displays within the ballpark adjacent to the merchandise store. This space shall be on the main concourse and shall be an enclosed space. The Hall of Fame/Museum shall be accessible during games from the interior of the Ballpark and from the street during off-game times. The Hall of Fame shall include provisions for a 500 seat theater designed for multi-media presentations. An allowance of \$750,000 will be included to be included to finish and equip the Hall of Fame Museum.

I. Building Components

1. Public Facilities
 - a) Public Telephone
 - (1) Space and conduit for adequate public telephones shall be provided at all concourse levels, for a total of no more than 25 phones.
 - b) Turnstiles
 - (1) Registering turnstile and space for ticket takers shall be provided. One turnstile for each 1,500 seats shall be provided. Turnstiles shall be covered for protection from precipitation. Railings for crowd control shall be provided. Storage space for checking or confiscation of items not permitted in the ballpark shall be provided. An exit turnstile shall be provided at each major entrance. Wheelchair access is to be provided at each turnstile area. Turnstiles shall be equipped and wired to accept bar code tickets with a wireless system to track tickets.
 - c) Drinking Fountains
 - (1) Frost-proof, non-refrigerated drinking fountains shall be provided at the main concourse level and the upper concourse level.

Refrigerated drinking fountains shall be provided for the team locker rooms, press and administration areas, as well as the suite and club level.

d) Elevators

- (1) Elevators (freight and passenger) shall serve all levels of the ballpark. The freight elevators shall be approximately 8'-4" x 12'-0", (one 15,000 lb capacity and one 10,000 lb capacity) capacity, and 75 FPM speed. Passenger elevators shall be approximately 5'-4" x 8'-5", 4,500-pound capacity, and 350 FPM. Larger cab sizes will be considered during design.
- (2) Elevators shall be provided at all public and service entrances. The following breakdown is for intent only. The final configuration of the ball park will determine the location and quantity of elevators.
 - (a) Two freight elevators to all levels.
 - (b) Two passenger/service elevators to all ballpark levels and the press box from service level entrance.
 - (c) Four passenger elevators to suite/club levels from main concourse for suite/club spectators.
 - (d) One passenger elevator within the ballpark club for access to the two ballpark club levels, as required.
 - (e) Two passenger elevators from the team's offices, lobby and clubhouse.

e) Escalators

- (1) It is anticipated that escalator access will be provided to the main concourse from the street level at major entrance points, to the club level, to the suite level and upper concourse level.

f) Lighting

- (1) Adequate, general illumination shall be provided throughout the ballpark for concourses, stairs, portals, etc. Ballpark clean-up lighting separate from field lighting shall be provided.
- (2) Architectural accent lighting shall be provided to enhance the building, interior and exterior, as well as the exterior circulation spaces. Emergency power and lighting shall be provided per building code requirements.

g) Graphics

- (1) A complete coordinated graphics and signage program shall be included for the entire ballpark complex. The program shall be coordinated with the advertising program within the

ballpark. The signs listed below, but not limited to, shall be provided.

- (a) Identification of ballpark entrances, including ticket booths, turnstiles, and special entrances.
 - (b) Signs within the ballpark to indicate concourse levels, seating sections, aisles, rows and seat numbers.
 - (c) Identification of washrooms, first aid, security, exits and other public facilities.
 - (d) Identification of concession facilities shall be coordinated with total graphics program.
 - (e) Site signs which are included in the site requirements.
 - (f) Ballpark directories.
 - (g) Facility identification sign.
 - (h) Message board.
- h) Advertising Program
- (1) A complete, coordinated advertising program shall be provided for the ballpark. All advertising, both interior and exterior will be designed integrally so that it does not appear "applied afterwards".
 - (a) Scoreboard: Consistent with advertising at other major league ballparks.
 - (b) Exterior Ballpark.
 - (c) Interior Ballpark.
 - (d) Concourse: Backlit panels.
 - (e) Rest rooms.
- i) Vertical Circulation
- (1) Vertical circulation is to be by means of two ramps (minimum), stairs, elevators, and escalators. See note at Site Requirements D.2.A

2. Press Box Facilities

- a) A press box accommodating the print and electronic media is to be provided and will be located in the proper location for baseball play and is to be complete and finished.
- b) The various press box facilities shall be provided with appropriate HVAC systems, lighting systems, electrical systems, television systems and monitors and sound systems. Moveable glazing will be required on the field side.

- c) Open-tray conduit in accordance with local electrical codes for all TV cables shall be pre-wired from all TV camera and broadcasting booth locations to TV truck parking locations. It is the intent that a wire management program be developed. Any costs associated with pre-installed cabling and hook-ups to be by user broadcasters.
- d) The following areas shall be included at the press box:
 - (1) Working Press 2,500 SF
 - (a) Stations for approximately 100 writers shall be provided. (An additional 75 writers are to be accommodated within the press box for post season play.) This area shall contain built-in writing counters, electrical outlets, telephone outlets, sound system, and closed circuit television. Coat rack, chairs and book lockers for writers will be provided.
 - (b) Note: seating for 600 is required for World Series
 - (2) TV Broadcasting 3 @ 300 SF = 900 SF
 - (a) TV broadcasting booths with built-in counters, electrical outlets, telephone outlets and special acoustical treatment on walls and ceilings. Three TV broadcast booths are anticipated and shall be sized to accommodate a full size TV camera location.
 - (3) Radio Broadcasting 5 @ 200 SF = 1000 SF
 - (a) Broadcasting booths with built-in counters, electrical outlets, and special acoustical treatment on walls and ceiling. Three radio broadcast booths are anticipated.
 - (4) Camera 200 SF
 - (a) Spaces for press and team photographers shall be part of the working press space.
 - (5) Public Relations Workroom 800 SF
 - (a) A workroom adjacent to the working press shall be provided for statistician's document reproduction and telecopy equipment. Appropriate counters, work tables, casework and fixtures shall be provided.
 - (6) Media Workroom 1,000 SF
 - (a) Spaces for press adjacent to press box to accommodate 75 writers; equipped with monitors and press box PA.

- (7) Toilets 300 SF
 - (a) Separate toilet facilities (men and women) for the press and broadcasters shall be provided.
 - (8) Sound Control Room 300 SF
 - (a) A room adjacent to scoreboard operators room for sound control/mixing. Room(s) for sound amplification equipment will be sized and located as required to support the ballpark distributed sound system.
 - (9) Miscellaneous Spaces
 - (a) Scoreboard Operator 1,200 SF
 - (i) All wiring, control panels, and other equipment required for operation of the scoreboard equipment and other similar boards shall be provided as a part of this project by the scoreboard manufacturer. An oversized countertop will be provided.
 - (ii) Also need approximately 500 SF for archive tape storage.
 - (b) Public Address 200 SF
 - (i) This area shall include, within the working press area, spaces for announcer, the public address engineer, assistants, and public address equipment. The spaces shall contain built-in counters and all controls and miscellaneous equipment required for the public address system serving the entire ballpark.
 - (c) Auxiliary Press TBD SF
 - (i) Provide pre-wired (power, phone and audio) space within the seating bowl and or press area to accommodate post season expansion of the press box.
 - (d) Organist 90 SF
 - (i) An organist booth shall be provided. The room shall be completely furnished and equipped and ready for use.
3. Press Support
- a) The following areas shall be provided at appropriate locations outside

the press box, within the facility.

- (1) Darkroom/Photographers Workroom 150 SF
 - (a) Located at field level, four darkrooms are to be provided with rough-in electrical and plumbing. Additional equipment shall be provided by others.
- (2) Player Interview/Media Room 1,000 SF
 - (a) Spaces for interview and TV broadcasts shall be provided at field level adjacent to home and visiting clubhouses. These rooms shall be accessible by TV cable tray, and electrical requirements shall be provided and accommodate 200 people.
- (3) Camera Platforms/Locations 100 SF each

Ballpark to be prewired for broadcast needs with HDTV Capabilities throughout to meet the needs of MLB, Fox, ESPN and any other TV broadcasters.

- (a) Camera locations and a number of cameras/location shall include but not be limited to:
 - (i) High Home - 3.
 - (ii) High Third - 3.
 - (iii) High First - 3
 - (iv) Centerfield – 4.
 - (v) Low Third - 4.
 - (vi) Low First - 4.
 - (vii) Left Field - 2.
 - (viii) Behind home plate with 10, wide space to move between right and left handed batters -1.
 - (ix) Home plate side of each dugout – 2.
- (b) Post season camera locations shall be pre-wired for audio and video connections as follows:
 - (i) Down the Line @ Home Plate.
 - (ii) Down the Line © the Foul Pole.
- (c) Provide audio and video connections at 12 locations throughout the ball park for specialty use by local TV/network broadcast.
- (d) Provide 3 - point of view remote locations for signature shots of the ball park.
- (e) Video Coaching cameras shall be located at the outside

dugout camera locations and at centerfield, and will include video connections to the video coach's center.

- (f) Provide an MATV system to serve the ballpark including cable TV and in-house signals.

(4) TV Truck Parking 5 Trucks

- (a) Parking for TV trucks (semi) shall be provided within and/or adjacent to the ballpark. Adjacent electrical and telephone terminal cabinets and cable tray access shall be provided. The TV networks shall be consulted. Secure exterior pedestrian access shall be provided.
- (b) Space shall be provided immediately adjacent to the TV trucks and include meeting/lounge area for 25 people, restrooms and limited food service.

(5) Local/Regional Media TV Parking 2,500 to 5,000 SF

- (a) Parking for regional media trucks shall be provided at the ballpark. Adjacent electrical and telephone terminal cabinets and cable tray access shall be provided. Audio and video tie-ins for local TV shall be provided eliminating the need for local media trucks.

4. Administrative Facilities

a) Offices for team management 40,000 SF

- (1) Finished administrative offices for administration activities, with appropriate electrical, plumbing and toilets, heating and air conditioning. Finishes to include 24 oz. carpeting, rubber base, painted drywall, 2 x 4 acoustical lay-in ceiling tile with 2 x 4 fluorescent light fixtures. Office area should be fully finished and equipped similar to other recent ballparks including upgrades in select areas including lobbies, conference rooms, executive offices, etc.
- (2) Direct access to the home team clubhouse/service level shall be accommodated.

5. Clubhouse, Locker Rooms, and Related Facilities

- a) All team facilities shall be located at the field level and have direct access to the playing field. Clubhouses and locker rooms shall be complete including heating, air conditioning, finished walls, floors and ceilings, millwork, casework, furniture, telephone service, TV Monitors, PA System, plumbing and lighting.

(1)	Home Baseball Clubhouse	20,000 SF
(a)	Locker Room (50 cubicles)	3,200 SF
(b)	Shower and Toilet Room	1,150 SF
(c)	Training Room	1,200 SF
(d)	Coach's Locker Room	800 SF
(e)	Equipment Storage	1,000 SF
(f)	Laundry	300 SF
(g)	Manager's Office and Locker Room	300 SF
(h)	Trunk Storage	500 SF
(i)	Video Coaching	400SF
(j)	Exercise Room/Weight Room	2,500 SF
(k)	Player Lounge/Buffer Area	300 SF
(l)	Food Prep/Storage	500 SF
(m)	Hydrotherapy	1,000 SF
(n)	Spa	600 SF
(o)	X-ray Room	300 SF
(p)	Equipment Office	200 SF
(q)	Trainer Storage	500 SF
(r)	Road Trunk Storage	500 SF
(s)	Rehabilitation Room	1,000 SF
(t)	Trainer's Office	400 SF
(u)	Doctor's Office	200 SF
(v)	Staff Locker Room	350 SF
(w)	Meeting Room	500 SF
(x)	Quiet Room	100 SF
(y)	Conditioning Coach	150 SF
(z)	Coaches Meeting Room	200 SF
(aa)	Clubhouse Manager	250 SF
(2)	Visitors Clubhouse	10,000 SF±
(a)	Locker Room (50 cubicles minimum)	2,000 SF
(b)	Shower and Toilet Room	800 SF
(c)	Training Room	400 SF
(d)	Coach's Locker Room	300 SF

- | | | |
|-------|--|---------------|
| (e) | Player Lounge/Buffer Area | 300 SF |
| (f) | Food Prep/Storage | 500 SF |
| (g) | Equipment Storage | 500 SF |
| (h) | Laundry | 200 SF |
| (i) | Manager's Office and Locker Room | 200 SF |
| (j) | Office Clubhouse Manager | 200 SF |
| (k) | Meeting Room | 300 SF |
| (l) | Player Lounge | 250 SF |
| (m) | Video Room | 150 SF |
| (n) | General Storage | 500 SF |
| (o) | Exercise/weight training | 1,500 SF |
| (3) | Auxiliary Locker Room, 2 @ | 2,000 SF± ea. |
| (a) | Locker Room (30 cubicles) | 1,000 SF |
| (b) | Shower and Toilet Room | 600 SF |
| (c) | Training Room | 400 SF |
| (d) | Coach's Locker Room | 400 SF |
| (e) | Equipment Storage | 200 SF |
| (4) | Umpires Locker Room | 1,000 SF |
| (a) | A fully finished, furnished and equipped locker room shall be provided for game day umpires. | |
| (i) | Locker room including 7 lockers at 50"wide minimum | |
| (ii) | Shower and toilet room. | |
| (iii) | Seating area with table and chairs. | |
| (5) | Internal Batting and Pitching Tunnels | 5,400 SF |
| (a) | Home Team
A Fully equipped and operational internal batting tunnel at the service level with private access from the home baseball locker and dugout shall be provided. Tunnels shall be sized to accommodate two batters or two pitchers for the home team | |

- (b) Visitors
One combination batting and pitching tunnel should be provided adjacent to the Visitors Clubhouse.
 - (6) Family Waiting Room(s) 1,200 SF ea.
 - (a) Provide two finished and furnished lounges for Home and Visiting Team family members. Spaces shall include toilet facilities, furniture and limited food service.
 - (7) Interview Room (2) 2,000 SF ea.
 - (a) See Item 3.a).(2).
 - (8) Bat Boy Room 250 SF ea.
 - (a) Furnished locker/dressing room facilities for both home and visiting teams with direct access to the field through the team clubhouse facilities.
6. Ballpark Service Facilities
- a) The ballpark service facilities shall be located within the ballpark, as appropriate. Access by service vehicles shall be provided to all facilities including the freight elevators.
 - (1) Security 2,000 SF
 - (a) Provide office facilities for the permanent ballpark security force as well as a command post for the game day security force. This space shall be equipped with two small temporary detention rooms and a toilet room. Space for the command post, emergency medical assistance centers, customer assistance center. Provide for internal security camera observation and monitoring. Provide a fully functional color CCTV system and inside positions, digitally based tied back to central control room and 24 hour security desk. Approximately 70 CCTV required locations to be determined.
 - (b) Provide security access system to central control point.
 - (c) Provide bowl surveillance system and separate enclosed ballpark monitoring location near center field location.
 - (2) Ballpark Personnel 4,000 SF

- (a) Adequate toilet, dressing areas, showers, necessary furnishings, lockers, and uniform storage facilities for male and female ballpark employees such as ushers, guards and ticket sellers. Provide for 400 lockers. Provide an area for uniform distribution and a supervisor's office.
- (b) Provide break rooms at each level for ballpark personnel during the event.
- (c) Provide space for game day personnel including meeting and preparation areas for game day staff (i.e. ushers, ticket takers and attendants, etc.)
- (d) Need separate check-in area for game day staff including counter, time clocks and waiting area.
- (3) Ballpark Maintenance 5,000 SF
 - (a) Maintenance shop facilities for electricians, plumbers and carpenters, for the general maintenance of the ballpark. HVAC, electrical and plumbing to be included. Included within this area shall be a fenced, secured area for storage of ballpark cleaning supplies.
- (4) Maintenance Locker 600 SF
 - (a) Lockers and benches for employees and toilet/shower facilities for ballpark maintenance personnel. Provide 20 lockers for maintenance personnel.
- (5) Groundskeeper Lockers 1,000 SF
 - (a) Lockers and toilet/shower facilities for grounds keeping personnel. Ten lockers are required. A groundskeeper lounge shall be provided adjacent to locker area.
- (6) Groundskeeper Storage 3,000 SF
 - (a) Provide for storage of equipment and bins for materials required for maintenance of the playing field. General lighting and security fence shall be provided. Within the storage area, a security tool storage room and secure equipment storage room shall be provided.
- (7) Groundskeeper Office 300 SF
 - (a) Offices for field maintenance supervisor and groundskeeper with adjacent toilets and locker facilities

shall be provided. These spaces shall be enclosed, finished, heated, air conditioned, and lighted.

- (8) Loading Dock 5,000 SF
 - (a) Three active truck docks with automatic dock levelers, dock locks, dock seals and electrically-operated overhead doors shall be provided at the entrance to the service facilities. One additional parking bay with overhead door shall be provided. The docks shall be adjacent to the concession facilities and partially covered and equipped with dock seals. The freight elevator and pedestrian ramps will be available for use by maintenance personnel as well as the concessionaire.
- (9) Trash Compactor/Trash Container 500 SF
 - (a) Two mechanical, self-loading trash compactors permanently located at the exterior service level, for processing refuse shall be provided. Connection to trash chutes shall be accommodated, as well as a ground level dump station. Containers shall be provided by others.
- (10) Miscellaneous Equipment 27,800 SF
 - (a) Space for mechanical, electrical, plumbing, sound, scoreboard, and telephone equipment shall be provided, as required, throughout the ballpark. Hose bibs and electrical outlets for cleaning ballpark seating and all concourses shall be included, spaced at appropriate intervals to facilitate the ease of maintenance of the ballpark. All permanently enclosed spaces shall be weatherproofed. Fire protection equipment such as sprinklers, standpipes, etc., shall be provided as required by applicable building and safety codes.
- (11) Tenant Warehouse 10,000 SF
 - (a) Space available for general storage or future expansion of other facilities. General lighting and bulk storage shelving and facilities shall be provided. A Reception/control counter shall be provided.
- (12) Mascot/Ball Girls 500 SF
 - (a) Furnished male and female locker/dressing rooms with direct field access through the home plate tunnel. Shower/toilet facilities included.

- (13) Miscellaneous Lockers 1,000 SF
 - (a) Locker and dressing space for ballpark personnel related to game events support (janitors, etc.) including shower/toilet facilities. Direct access to employees' entrance. Provide 12 to 20 lockers for game event support.
- (14) Paint Room 200 SF
 - (a) Room with proper ventilation and construction appropriate for storage and application of paint for various ballpark elements. Located within ballpark maintenance facilities.
- (15) Trash Chutes 150 SF per level
 - (a) Two full height trash chutes connecting all levels of the ballpark with service level, with direct access from the public concourse.
- (16) Service Tunnel TBD SF
 - (a) Provide 360° vehicle circulation at the Service Level. Tunnel width and height should accommodate player buses and large straight trucks through-out. The tunnel shall also have access to minimum of two ramps for the concessionaire's and building operation's use.
- (17) Sweeper Service Areas TBD SF
 - (a) Two sweeper service areas shall be incorporated to permit quick clean-out and refill of sweeper. Trench drain and appropriate water service shall be supplied.
- (18) Seating Area Cleaning Accommodations TBD SF
 - (a) To facilitate the power washing of the seating areas, water and electrical supply shall be provided.
- (19) Parking Management Office 1,500 SF
 - (a) Office space shall be provided for the Parking Management firm. Included in this space shall be a lounge for parking attendants.
- (20) Flammable Storage SF
 - (a) Fuel storage for building/grounds/field management equipment.

7. Playing Field Facilities

a) Playing Field

- (1) A natural, turf-playing surface shall be provided with a sub-

drainage and irrigation system.

- (2) The baseball playing field area shall be designed for 325-340 feet at right and left field foul lines, 370-390 at the power alleys, 400-415 feet at center field and 45-55 feet behind home plate. A warning track surrounding the entire playing field 20'-0" wide in the outfield from foul pole to foul pole and 15'-0" wide in the infield shall be provided. Electrical power and PA capabilities are required behind the pitcher's mound.
- b) Pitchers Bull Pens
 - (1) Separate warm-up bull pens for home and visiting teams shall be provided in the right field and left field outfield area. Toilets and drinking fountains and covered players benches shall be provided at both bull pens. Phones to dugouts and radiant heat shall be provided.
 - (2) Bull pens shall be located to promote views from the respective team dugouts and the seating bowl.
 - c) Baseball Equipment
 - (1) Foul ball poles, batter's eye, backstop and foul ball return net, wall pads shall be provided.
 - d) Covered Dugouts
 - (1) Covered dugouts with direct access to the team locker rooms shall be provided for home and visiting baseball teams. Each dugout shall include cushioned bench seating, bat and helmet racks, toilet, interior bat swing area, and adjacent storage. Heating shall be provided at each team dugout.
 - e) Field Entrances
 - (1) Gates shall provide access to the playing field from the ballpark exterior. One entrance shall be provided, adequate for large trucks with minimum 16'-high clearance. The openings shall include two overhead doors. A pedestrian door shall be provided adjacent to each ballpark entrance.
 - f) Field Lighting
 - (1) A metal halide lighting system providing adequate illumination for television coverage shall be provided. As required by MLB.
 - g) Field Photo/TV Area
 - (1) A covered, protected area for the photographers, TV cameras, and support personnel shall be designed and installed to meet MLB standards.

h) Scoreboard

- (1) The scoreboard system shall be a complete, electrically-operated, remote-controlled, illuminated scoreboard system with instant replay capability. The scoreboard system includes all remote control equipment located in the Press Box, control wiring conduit from the Press Box to scoreboards, the scoreboards and supporting structures.
- (2) Provide a clear and unobstructed view of the scoreboard video screen and matrix board from all seats between the foul poles. Place the scoreboard to maximize view from as many outfield seats as possible.
- (3) Out of Town Scoreboard shall be in play.
- (4) LED ribbon boards (48" height depending on sight line clearances) should be installed at the front of the upper deck along the majority of the first and third base lines for use as the auxiliary scoreboard and advertising.
- (5) Rotating Ad Signage behind home plate.

8. System Management

- a) Strong consideration will be given to the principal tenant's needs and preferences with respect to the selection and location of all mechanical, electrical, plumbing, sound, telephone, closed circuit television, water protection, floor and wall covering systems and refuge removal systems. Maintenance and operating efficiency of these systems will be given top priority. Their locations within the ballpark should provide ease of access and an unobtrusive appearance to the principal tenant and the fan. All applicable building, fire and accessibility codes or granted variances therefore will be adhered to in all design programs. Maintenance tracking software to be provided with building management system.

All operating systems shall utilize state of the art, commercially reasonable technology to ensure the highest level of performance and operating efficiencies, including but not limited to the distributed sound system, video replay & broadcasting, point of sale, data & telecommunications, security & CCTV, building management systems, food service equipment, etc.

9. Regulatory Requirement

- a) All design elements subject to the applicable rules and regulations of Major League Baseball, applicable federal, state and local regulations or granted variances.

10. Additional Scope Items

- a) The following items are included as part of the ballpark requirements.
 - (1) Maintenance equipment (carts, tractors, wagons, tools, trash

- carts, etc.)
- (2) Free-standing trash receptacles or similar maintenance articles.
 - (3) Portable or free-standing novelty booths and/or display articles.
 - (4) Telephone system, including incoming service, raceways & conduit, telephone/data cabling and fiber optic backbone and telephone switch and handsets.
 - (5) Game equipment such as portable batting screens, field batting cage, tarps, etc.
 - (6) All FF&E required for the Team Offices, Club Lounges, Ballpark Club Restaurant, Team Areas, and Press Boxes will be provided. Exclusions from this requirement be:
 - a. Artwork and banners
 - b. Sponsorship zones and signage
 - c. ATMs and other third-party service equipment items (except concessions and foodservice, which are included as noted above).

Exhibit E

Rent Schedule

<u>March 1 – February 28/29</u>	<u>Rent*</u>
Year 1	\$3,500,000
Year 2	\$3,750,000
Year 3	\$4,000,000
Year 4	\$4,500,000
Year 5	\$5,000,000
Year 6	\$5,500,000
Years 7 through Lease expiry	\$10,000 less than 102% of prior year's rent **

* In addition to the rent amounts listed, Commission shall receive as additional rent each year one dollar for each full price equivalent Major League Baseball game ticket sold during such year in excess of 2.5 million full price equivalent tickets. As an illustration, the sale of three tickets at discounts from face price of 50%, 30% and 20%, respectively, shall count as the sale of two full price equivalent tickets. The Commission shall have the right upon reasonable prior notice to inspect the Team's records to verify compliance with the provision for additional rent.

** Provided that rent shall not increase in any year if the attendance in the immediately prior year was less than the Major League Baseball three-year median attendance for all Major League Baseball clubs.

Exhibit F

RFK Improvements

Introduction

RFK Stadium, constructed in 1961, is currently home to the MLS's D.C. United and each year typically hosts several large concerts and international soccer games. RFK Stadium seats approximately 52,000 for soccer, 45,000 for baseball, and between 52,000 and 65,000 for concerts.

RFK Stadium previously served as home to the MLB Washington Senators. The stadium was built for baseball and much of that infrastructure remains today. No significant changes in the Stadium's structure or major building systems are planned. However, in order to prepare RFK Stadium for the return of an MLB team, the Commission developed a list of necessary restorations and upgrades to existing stadium facilities ("MLB Projects") based on expected MLB requirements, RFK Stadium systems functionality, media requirements, and fan experience. The MLB Projects represent the Commission's current assessment of the projects that can be completed within the existing budget and schedule. The MLB Projects will include:

- Restoration of the baseball playing field, dugouts and bullpens
- Seating bowl reconfiguration
- Locker room and other team area improvements
- Broadcast and other media area improvements
- Other improvements (to be determined)

It is anticipated that this program will be refined. Current program requirements are outlined below and categorized as requirements driven by:

- MLB Game Requirements
- Media
- Team Preferences
- Fan Amenities
- Maintenance and System Upgrades

It is anticipated that the total project budget will be \$13 million, inclusive of hard and soft costs of construction, to include professional fees for program management, design and construction, as well as permitting, testing, inspections and other project related costs.

I. MLB Game Requirements

A. Clubhouse

1. General Refurbishment
2. Family Waiting Area
3. Home / Visiting Laundry
4. Training Area
5. Internal Batting Cages

B. Field Equipment

1. Batting Cage (2)
2. Foul Poles (2)
3. Removable Mound (1)

4. Tarps (1)

5. Batter's Eye (1)

C. Playing Field

1. Backstop Net (1)

2. Bull Pens (2)

3. Field Wall & Padding 500 LF

4. New & Renovated Dugouts (2)

5. Field – Regrade, Irrigation

6. Sports Lighting

7. Seating Bowl

D. Team Administrative Offices

1. Fit out or adjacent modular structures. 10,000 SF

II. MEDIA

A. Press Box

1. Broadcast Booths

2. Support Spaces

3. Writing Press

B. Seating Bowl

1. Camera Positions (4)

2. Cabling

III. TEAM PREFERENCES

Scope to be determined.

IV. FAN AMENITIES

Scope to be determined.

V. MAINTENANCE AND SYSTEM UPGRADES

Scope to be determined.

LITIGATION DISCLOSURE

Reference is made to that certain Baseball Stadium Agreement, dated this date (the "Baseball Stadium Agreement") among Baseball Expos, L.P. (the "Team"), the District of Columbia Sports and Entertainment Commission and the Government of the District of Columbia.

The Team makes the following disclosure for purposes of Section 2.02(e) and Section 9.04 of the Baseball Stadium Agreement.

The Office of the Commissioner of Baseball, Allan "Bud" Selig, Robert DuPuy, Baseball Expos GP, Inc. and Baseball Expos, LP, are named as defendants in BMO Nesbist Burns Inc., et al. v. Jeffrey H. Loria, David Samson, et al., No. 02-22061 (Federal District Court, Miami Florida), which was filed on or about July 16, 2002. The plaintiffs are fourteen former limited partners of the Montreal Expos and current limited partners of the Florida Marlins. They allege against defendants Selig, DuPuy, Baseball Expos GP, Inc. and Baseball Expos, LP violations of the Racketeer Influenced and Corrupt Organizations Act "RICO") and conspiracy to commit RICO violations; against defendants Selig and DuPuy, and the Office of the Commissioner of Baseball (the "Office") solely with respect to equitable and injunctive relief, fraud; against defendants Selig and DuPuy, and the Office solely with respect to equitable and injunctive relief, breach of fiduciary duty; and against defendants Selig and DuPuy, and the Office solely with respect to equitable and injunctive relief, negligent misrepresentation. The plaintiffs seek compensatory and punitive damages in an amount no less than \$100 million, equitable and injunctive relief, and a constructive trust with respect to all property of and ownership interest in the Montreal Expos franchise. On September 6, 2002, the defendants filed numerous motions seeking dismissal of all counts. In two separate rulings in November 2002, the Court denied the defendants' motion to dismiss for improper venue but granted defendants' motion to stay the litigation pending an arbitration involving the former Expos partners. The arbitration hearing concluded in August 2004, final briefing occurred in early September and oral summations were held on September 15, 2004. A decision is expected sometime following the oral summations, after which the litigation may resume. In 2003, after an attempt by the plaintiffs to lift the stay, the Court ordered that the defendants provide 90 days notice of any "threat to the status quo of the subject matter of these proceedings." The defendants provided notice to the court and the plaintiffs on September 14, 2004 of the possible relocation of the Montreal Expos. It is expected that the plaintiffs will file a motion to enjoin any relocation, which Major League Baseball will vigorously oppose.

Dated September 24, 2004

BASEBALL EXPOS, L.P.

By **BASEBALL EXPOS GP, INC.**
Its General Partner

By


Its Vice President

Received September 29, 2004

**DISTRICT OF COLUMBIA SPORTS AND
ENTERTAINMENT COMMISSION**

By


Its Chairman

SECTION 2.02(f) DISCLOSURE

Reference is made to that certain Baseball Stadium Agreement, dated this date (the "Baseball Stadium Agreement") among Baseball Expos, L.P. (the "Team"), the District of Columbia Sports and Entertainment Commission and the Government of the District of Columbia.

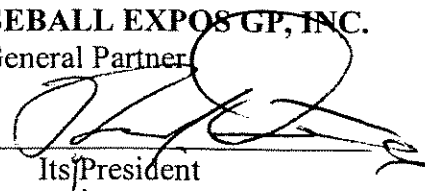
The Team makes the following disclosure for purposes of Section 2.03(f) of the Baseball Stadium Agreement.

1. The Team is required to obtain the consent of the lenders under the Amended and Restated Credit Agreement, dated as of March 31, 2004, by and among the Team, the lenders from time to time party thereto and Fleet National Bank, prior to signing a lease or similar agreement relating to the lease of a ballpark or stadium by the Team located outside of Montreal, Quebec.
2. The Team is required under the Major League Constitution to obtain the approval of three-fourths of the Major League Clubs in order to relocate.
3. The Team is required under the Baseball Rules and Regulations to obtain the approval of the Office of the Commissioner of Baseball prior to entering into each of the Baseball Stadium Agreement, the RFK License, the Construction Administration Agreement and the Lease (all as defined in the Baseball Stadium Agreement).
4. See separate Litigation Disclosure regarding required court filings in connection with BMO Nesbitt Burns Inc., et al. v. Jeffrey H. Loria, David Samson, et al., No. 02-22061 (Federal District Court, Miami Florida).

Dated September 24, 2004

BASEBALL EXPOS, L.P.

By: **BASEBALL EXPOS GP, INC.**
Its General Partner

By: 
Its President
Vice

Received September 29, 2004

DISTRICT OF COLUMBIA SPORTS AND ENTERTAINMENT COMMISSION

By: 

Its Chairman

**CERTIFICATION
OF
ORGANIZATIONAL DOCUMENTS**

Reference is made to that certain Baseball Stadium Agreement, dated this date (the "Baseball Stadium Agreement") among Baseball Expos, L.P. (the "Team"), the District of Columbia Sports and Entertainment Commission and the Government of the District of Columbia.

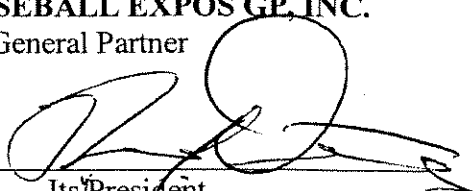
For purposes of Section 2.02(a) of the Baseball Stadium Agreement, the Team certifies that attached hereto are true, correct and complete copies of:

1. Certificate of Limited Partnership of Baseball Expos, L.P.
2. Agreement of Limited Partnership of Baseball Expos, L.P.
3. Certificate of Incorporation of Baseball Expos GP, Inc.
4. Bylaws of Baseball Expos GP, Inc.

Dated September 24, 2004

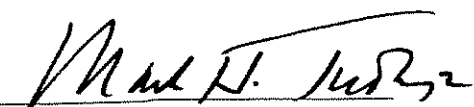
BASEBALL EXPOS, L.P.

By **BASEBALL EXPOS GP, INC.**
Its General Partner

By 
Its President
V.26

Received September 29, 2004

**DISTRICT OF COLUMBIA SPORTS AND
ENTERTAINMENT COMMISSION**

By 
Its Chairman

Delaware

PAGE 1

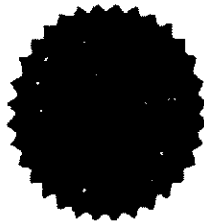
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BASEBALL EXPOS, L.P." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF LIMITED PARTNERSHIP, FILED THE TWELFTH DAY OF FEBRUARY, A.D. 2002; AT 1:15 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED PARTNERSHIP.



3491030 8100H

040225525

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3016525

DATE: 03-26-04

CERTIFICATE OF LIMITED PARTNERSHIP

OF

BASEBALL EXPOS, L.P.

THE UNDERSIGNED, desiring to form a limited partnership pursuant to Section 17-201 of the Delaware Revised Uniform Limited Partnership Act, hereby certifies that:

1. The name of the limited partnership is Baseball Expos, L.P. (the "Partnership").
2. The address of the Partnership's registered office in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of the Partnership's registered agent at such address is The Corporation Trust Company.
3. The general partner of the Partnership and its business address is as follows:

Baseball Expos GP, Inc.
245 Park Avenue
New York, New York 10167.
4. The Partnership shall be formed at the time of filing this Certificate in the Office of the Secretary of State of the State of Delaware.

THE UNDERSIGNED, being the general partner of the Partnership, for the purpose of forming a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act does hereby make this certificate this 12th day of February, 2002.

BASEBALL EXPOS GP, INC., its general partner

By: 

Name: Matthew J. Rizzo

Title: Incorporator

AGREEMENT OF LIMITED PARTNERSHIP

OF

BASEBALL EXPOS, L.P.

AGREEMENT OF LIMITED PARTNERSHIP of Baseball Expos, L.P., dated and effective as of February 15, 2002, by and among Baseball Expos GP, Inc., as general partner (the "General Partner") and the entities listed on Exhibit A hereto (the "Limited Partners") and, together with the General Partner, the "Partners").

WITNESSETH:

WHEREAS, the Partners desire to adopt a limited partnership agreement by entering into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and among the parties hereto as follows:

ARTICLE 1.

Introductory Provisions

Section 1.1. Certain Definitions. As used herein:

"Act" shall mean the Revised Uniform Limited Partnership Act of the State of Delaware, as the same may be amended from time to time.

"Affiliate" shall mean, with respect to any Person, any other Person who controls, is controlled by or is under common control with such Person.

"Agreement" shall mean this Agreement of Limited Partnership of Baseball Expos, L.P., as originally executed and as amended, modified, supplemented or restated from time to time in accordance with the terms hereof, as the context requires.

"Book Value" shall have the meaning given to it in Section 2.2.

"Capital Account" has the meaning specified in Section 4.1.

"Capital Contribution" means a contribution (or a deemed contribution) by a Partner to the capital of the Partnership pursuant to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code shall include a reference to any amendatory or successor provision thereto.

"Commissioner" means the Commissioner of Baseball as elected under the Major League Constitution (or in the absence of a Commissioner, any entity succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution).

"Contribution Percentage" means the percentage that is equal to the Capital Contribution made by a Partner expressed as a percentage of all the Capital Contributions made by the Partners, or such percentages as specified in Exhibit A hereto, as such Exhibit may be amended from time to time.

"Fiscal Year" has the meaning specified in Section 4.3.

"Indemnified Person" has the meaning specified in Section 8.2.

"Interest" means the proportionate interest of a Partner in the Partnership based on such Partner's Capital Account relative to the Capital Accounts of all Partners.

"Liquidating Partner" has the meaning specified in Section 7.2(a).

"MLB Entities" has the meaning specified in Section 2.5.

"Net Profits" and "Net Losses" means the income and loss of the Partnership as determined in accordance with the accounting methods followed by the Partnership for Federal income tax purposes including income exempt from tax and described in Code Section 705(a)(1)(B), treating as deductions items of expenditure described in, or under Treasury Regulations deemed described in, Code Section 705(a)(2)(B) and treating as an item of gain (or loss) the excess (deficit), if any, of the fair market value of distributed property over (under) its Book Value. Depreciation, depletion, amortization, income and gain (or loss) with respect to Partnership assets shall be computed with reference to their Book Value rather than to their adjusted bases.

"Notices" has the meaning specified in Section 8.3(a).

"Partnership" has the meaning specified in Section 1.2.

"Person" means an individual, corporation, association, limited liability company, limited liability partnership, partnership, estate, trust, unincorporated organization or a government or any agency or political subdivision thereof.

"Rule 144" has the meaning specified in Section 5.1(d).

"Transfer" means any direct or indirect sale, assignment, gift, hypothecation, pledge or other disposition, whether voluntary or by operation of law, by sale of stock or partnership interests, or otherwise, of an Interest or of any entity which directly or indirectly through one or more intermediaries holds an Interest.

"Treasury Regulations" means the regulations promulgated by the U.S. Department of the Treasury under the Code.

"2006 Dissolution Date" has the meaning specified in Section 7.1(e).

Section 1.2. Name. The name of the limited partnership is Baseball Expos, L.P. (the "Partnership").

Section 1.3. Office. The office of the Partnership will be located at 245 Park Avenue, New York, New York 10167, or any other place determined by the General Partner. The name and address of the registered agent for service of process in the State of Delaware is The Corporation Trust Company. The registered office of the Partnership in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.

Section 1.4. Purposes. The purposes of the Partnership shall be to conduct any lawful business, purpose or activity which may be engaged in by a limited partnership organized under the Act, as such business activities may be determined by both General Partner from time to time. The Partnership shall have the power to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of such purposes, and for the protection and benefit of its business.

Section 1.5. Duration. The Partnership was formed as a limited partnership under the Act by the filing of the Certificate of Limited Partnership of the Partnership with the Office of the Secretary of State of Delaware on February 12, 2002, and shall continue until dissolved pursuant to Section 7.1. The General Partner, for itself and as agent for the Limited Partners, shall make every reasonable effort to assure that all other certificates and documents are properly executed, and shall accomplish all filing, recording, publishing and other acts necessary or appropriate for compliance with all the requirements for the formation of the Partnership as a limited partnership under the Act.

Section 1.6. Limitation of Liability of Limited Partner. No Limited Partner shall be liable for any of the debts, liabilities or obligations of the Partnership or any of the losses thereof beyond the amount of such Limited Partner's Capital Contribution, except to the extent otherwise required by law.

ARTICLE II.

Capital Contributions; Interests in the Partnership

Section 2.1. Capital Contributions. Each Partner has made Capital Contributions as of the date hereof in the respective amount specified opposite its name on Exhibit A and shall have Contribution Percentages as set forth in such Exhibit A, which Contribution Percentages shall be adjusted in Exhibit A from time to time to properly reflect the admission of new Partners or any other event having an effect on a Partner's Contribution Percentage. If any additional capital is required by the Partnership, the General Partner will determine the amount and method for providing such additional capital, whether by additional Capital Contributions, loans from the Partners or other Persons or otherwise. Subsequent contributions, if any, shall be made in accordance with the Partner's Contribution Percentages, except as they may otherwise agree. No Partner shall be required to make any additional Capital Contributions, except as may be agreed

to by such Partner. Capital Contributions made by Partners shall be in cash or property, as the General Partner shall permit in its discretion.

Section 2.2. Determination of Book Value of Partnership Assets.

(a) Book Value. Except as set forth below, Book Value of any Partnership asset is its adjusted basis for federal income tax purposes.

(b) Initial Book Value. The initial Book Value of any assets contributed by a Partner to the Partnership shall be the gross fair market value of such assets at the time of such contribution, as determined by the General Partner.

(c) Adjustments. The Book Values of all of the Partnership's assets may be adjusted by the Partnership to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (a) the admission of a new Partner to the Partnership or the acquisition by an existing Partner of an additional interest in the Partnership from the Partnership; (b) the distribution by the Partnership of money or property to a retiring or continuing Partner in consideration for the retirement of all or a portion of such Partner's interest in the Partnership; (c) the termination of the Partnership for Federal income tax purposes pursuant to section 708(b)(1)(B) of the Code; and (d) such other times as determined by the General Partner.

(d) Depreciation and Amortization. The Book Value of a Partnership asset shall be adjusted for the depreciation and amortization of such asset taken into account in computing Net Profits and Net Losses and for Partnership expenditures and transactions that increase or decrease the asset's Federal income tax basis.

Section 2.3. Withdrawal of Capital; Limitation on Distributions. No Partner shall be entitled to withdraw any part of its Capital Contributions to, or to receive any distributions from, the Partnership except as provided in Section 6.1 and Section 7.2. No Partner shall be entitled to demand or receive (i) interest on its Capital Contributions or (ii) any property from the Partnership other than cash except as provided in Section 7.2(a).

Section 2.4. Allocation of Net Profits and Net Losses.

(a) Net Profits shall be allocated, first, (i) in proportion to, and to the extent of, the excess of prior allocations of Net Losses under Section 2.4(b)(iii) below over prior allocations of Net Profits under this Section 2.4(a)(i), second, (ii) in proportion to, and to the extent of, the excess of prior allocations of Net Losses under Section 2.4(b)(ii) below over prior allocations of Net Profits under this Section 2.4(a)(ii) and, finally, (iii) among the Partners in proportion to their Contribution Percentages.

(b) Net Losses shall be allocated, first, (i) among the Partners in proportion to their Contribution Percentages until the Capital Account of any Partner is reduced to zero, then (ii) among the Partners in proportion to, and to the extent of, their positive Capital Account balances and, finally, (iii) to the Partners in proportion to their Contribution Percentages.

(c) Tax credits, if any, shall be allocated among the Partners in proportion to their Contribution Percentages.

(d) When the Book Value of a Partnership asset differs from its basis for Federal or other income tax purposes, solely for purposes of the relevant tax and not for purposes of computing Capital Account balances, income, gain, loss, deduction and credit shall be allocated among the Partners under the traditional method under Treasury Regulation Section 1.704-3(b).

Section 2.5. Restrictions on Transfers. No Limited Partner may Transfer any Interest except (i) in connection with a transfer of such Limited Partner's Major League Baseball Club duly approved under the provisions of the Major League Constitution, which Interest shall be Transferred to the same transferee as such Club and (ii) any other Transfer approved by the Major League Baseball Clubs or by the Office of the Commissioner of Baseball (collectively, the "MLB Entities"), in their sole discretion. In addition, the right of a Limited Partner to Transfer any Interests shall be further subject to and made in accordance with the Major League Constitution and the Ownership Guidelines, all as the same now exist or may be amended or adopted in the future. Any such Transfer that requires the consent of any of the MLB Entities is prohibited and shall be null and void unless all applicable consents are obtained in advance. Upon any approved Transfer, Exhibit A hereto shall be amended accordingly. In connection with any such Transfer, the General Partner may require the transferring Partner to execute and acknowledge an instrument of transfer in form and substance reasonably satisfactory to the General Partner, and may require the transferee to agree in writing to be bound by all terms, conditions and provisions of this Agreement, to assume all of the obligations of the transferring Limited Partner and to execute whatever other instruments or documents the General Partner shall deem necessary or desirable in connection with the Transfer. The General Partner may not Transfer any Interest without the prior written consent of the Limited Partners holding a majority of the then outstanding Interests held by all Limited Partners.

ARTICLE III.

Management

Section 3.1. (a) Management of the Partnership. The General Partner shall have the exclusive right to manage and control the affairs of the Partnership, and shall have the power and authority to take all actions necessary or proper to carry out the purposes of the Partnership.

(b) **Powers.** Without limiting the generality of the rights and duties described in paragraph (a) of this Section 3, the General Partner shall have full power and authority:

(i) To acquire, hold, encumber, hypothecate, lend, sell, lease, exchange, purchase, dispose of and otherwise deal with property of the Partnership, at prices and upon terms that the General Partner deems to be in the best interests of the Partnership, and to enter into agreements with others with respect to those activities;

(ii) To make all expenditures permitted by this Agreement;

(iii) To employ, and dismiss from employment, any and all agents, managers, investment managers, consultants, advisers, independent contractors, attorneys, accountants and

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other persons as the General Partner deems necessary or advisable for the affairs of the Partnership;

(iv) To the extent that the General Partner determines that funds of the Partnership will not be required for the conduct of the Partnership's business, to invest the excess funds temporarily in investments selected by the General Partner;

(v) To pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as the General Partner may determine, and upon such evidence as it deems sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Partnership;

(vi) To make, execute and deliver any and all documents of transfer and conveyance and any and all other instruments and agreements that may be necessary or appropriate to carry out the powers granted in this Agreement;

(vii) To open, maintain, conduct and close bank accounts and to draw checks or other orders for the payment of money by the Partnership for any purpose, including the payment of the customary fees and charges applicable to transactions in those accounts;

(viii) To take all actions that the General Partner determines to be necessary or desirable to cause the Partnership to comply with all applicable provisions of law;

(ix) To borrow or obtain credit and to secure the payment of any such indebtedness or credit by mortgage or pledge of the whole or any part of the assets of the Partnership;

(x) To acquire, enter into, and pay for any contract of insurance that the General Partner in its sole discretion deems necessary and proper for the protection of the Partnership, for the conservation of the assets of the Partnership, or for any purposes beneficial to the Partnership, including any insurance covering the potential liabilities of the General Partner arising out of its actions as General Partner under this Agreement;

(xi) To file, on behalf of the Partnership, all required local, state and federal tax and other returns relating to the Partnership;

(xii) To be the tax matters partner for all purposes under the Code;

(xiii) To pay any and all fees and expenses incurred in the organization of the Partnership;

(xiv) To designate an agent or agents for service of process; and

(xv) To enter into, make and perform contracts, agreements and other undertakings, and to do any other acts, which the General Partner determines to be necessary or advisable for, or as may be incidental to, the conduct of the business of the Partnership, including, without limitation, acting on behalf of the Partnership to unilaterally make all decisions relating to the participation of the Partnership as a member of Major League Baseball,

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including the selection of the Partnership's representatives thereto, negotiation and determination of changes in the arrangements between Major League Baseball and the Partnership, execution of or participation in such collective bargaining agreements as may be negotiated and executed by Major League Baseball and the Major League Baseball Player's Association and any other decisions relating to the Partnership's relationship with Major League Baseball.

Section 3.2. Determinations by the General Partner.

(a) Except to the extent expressly provided otherwise herein, all actions permitted to be taken by the General Partner hereunder shall be committed to the sole discretion of the General Partner and may be taken or omitted by the General Partner in the good faith exercise of such discretion. All determinations required or permitted to be made by the General Partner hereunder shall be made in good faith by the General Partner, whose determination shall be final, binding and conclusive upon all Partners.

(b) The General Partner shall have the power to make all tax elections and determinations for the Partnership, and to take any and all actions necessary under the Code or other applicable law to effect those elections and determinations. All such elections and determinations by the General Partner shall be final, binding and conclusive upon all Partners.

(c) The General Partner shall not be liable to any Limited Partner or the Partnership for mistakes of judgment or for action or inaction that the General Partner reasonably believed to be in the best interests of the Partnership, or for losses due to such mistakes, action or inaction or to the negligence, dishonesty or bad faith of any employee, broker or other agent of the General Partner or the Partnership, provided that such employee, broker or agent was selected, engaged or retained by the General Partner with reasonable care. The General Partner may consult with counsel and accountants in respect of Partnership affairs and be fully protected and justified in any action or inaction which is taken in accordance with the advice or opinion of such counsel or accountants, provided that they shall have been selected with reasonable care. Notwithstanding any of the foregoing, this Section 3.2(c) shall not be construed so as to relieve (or purport to relieve) the General Partner of any liability, to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall nevertheless be construed so as to effectuate the provisions of this Section 3.2(c) to the fullest extent permitted by law.

Section 3.3. Limitations on Powers of Limited Partners. No Limited Partner may participate in the control of the Partnership's business (except as otherwise provided herein), transact any business in the Partnership's name or have the power to sign documents for the Partnership or have any right or authority to act for or on behalf of, or to bind the Partnership or the General Partner in any other way.

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ARTICLE IV.

Books; Fiscal Year; Reports

Section 4.1. Administrative Services, Books, Records and Reports. The General Partner shall cause to be performed all general and administrative services on behalf of the Partnership in order to assure that complete and accurate books and records of the Partnership are maintained at the Partnership's principal place of business showing the names, addresses and Interests of each of the Partners, all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Partnership's business and affairs, including a capital account for each Partner (a "Capital Account"). Each Partner's Capital Account shall be increased by:

- (i) the amount of any money contributed by the Partner to the Partnership;
- (ii) the fair market value of any property contributed by the Partner to the Partnership;
- (iii) the amount of Net Profits allocated to the Partner; and
- (iv) the amount of any Partnership liabilities assumed by such Partner (or taken subject to) if property is distributed to the Partner by the Partnership;

and shall be decreased by:

- (v) the amount of any money distributed to the Partner by the Partnership;
- (vi) the fair market value of any property distributed to the Partner by the Partnership;
- (vii) the amount of Net Losses allocated to the Partner; and
- (viii) the amount of any Partner liabilities assumed by the Partnership (or taken subject to) if property is contributed to the Partnership by the Partner.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations under Section 704(b) of the Code and, to the extent not inconsistent with the provisions of this Agreement, shall be interpreted and applied in a manner consistent with such Treasury Regulations. No Partner shall be obliged to make up any deficit in his or its Capital Account either during the term of the Partnership or upon liquidation.

Section 4.2. Method of Depreciation. The General Partner shall determine the method of depreciation to be utilized by the Partnership for tax purposes.

Section 4.3. Fiscal Year. The fiscal year of the Partnership (the "Fiscal Year") shall end on October 31.

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Section 4.4. Reports. As soon as practicable, but in no event later than 90 days after the close of each Fiscal Year, the General Partner shall cause to be delivered to the Limited Partners reports containing financial statements of the Partnership for the Fiscal Year, prepared in accordance with generally accepted accounting principles, including a balance sheet, a statement of income, a statement of Partners' equity and a statement of cash flows, such statements to be audited by a firm of independent certified public accountants selected by the General Partner.

ARTICLE V.

Certain Representations

Section 5.1. Partner Representations. Each Partner represents and warrants to the Partnership that:

(a) It understands that the Interests have not been registered under the Securities Act, nor qualified under any state securities laws, and that they are being offered and sold pursuant to an exemption from such registration and qualification based in part upon its representations contained herein.

(b) It is familiar with the business and operations of the Partnership and has been given the opportunity to obtain from the Partnership all information that it has requested regarding the Partnership's business plans and prospects.

(c) It has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment contemplated by this Agreement; and it is able to bear the economic risk of this investment in the Partnership (including a complete loss of this investment).

(d) It recognizes that no public market exists for the Interests, and none will exist in the future. It understands that it must bear the economic risk of this investment indefinitely unless its Interests are registered pursuant to the Securities Act or an exemption from such registration is available, and unless the disposition of such Interests is qualified under applicable state securities laws or an exemption from such qualification is available, and that the Partnership has no obligation or present intention of so registering the Interests. It further understands that there is no assurance that any exemption from the Securities Act will be available, or, if available, that such exemption will allow it to Transfer any or all the Interests, in the amounts, or at the times it might propose. It understands at the present time Rule 144 promulgated under the Securities Act by the Securities and Exchange Commission ("Rule 144") is not applicable to sales of the Interests because they are not registered under Section 12 of the Exchange Act and there is not publicly available the information concerning the Partnership specified in Rule 144. It further acknowledges that the Partnership is not presently under any obligation to register under Section 12 of the Exchange Act or to make publicly available the information specified in Rule 144 and that it may never be required to do so. It further understands the additional restrictions set forth in Section 2.5 hereof and that Interests may not be Transferred except in compliance with Section 2.5 hereof.

(e) It is acquiring the Interests solely for its own account for investment and not with a view toward the resale, Transfer, or distribution thereof, nor with any present intention of distributing the Interests. No other Person (as hereinafter defined) has any right with respect to or interest in the Interests owned by such Partner, nor has such Partner agreed to give any Person any such interest or right in the future.

(f) It has full power and legal right to execute and deliver this Agreement and to perform its obligations hereunder.

ARTICLE VI.

Distributions

Section 6.1. Distributions. Distributions shall be made at such time and in such amounts as determined by the General Partner and shall be made among the Partners in cash or other property (a) first, in proportion to, and to the extent of, the excess of each Partner's Capital Contributions over prior distributions to that Partner under this Section 6.1(a) and, then, (b) in proportion to their Contribution Percentages.

Section 6.2. Restoration of Funds. Except as otherwise provided by law, no Partner shall be required to restore to the Partnership any funds properly distributed to it pursuant to Section 6.1.

ARTICLE VII.

Dissolution and Liquidation

Section 7.1. Dissolution. The Partnership shall be dissolved upon the occurrence of any of the following:

(a) The sale, transfer or other disposition of all or substantially all the assets of the Partnership;

(b) The happening of any of the events set forth in Section 17-801(3) of the Act which affects the General Partner and thereby results in the dissolution of the Partnership by operation of law unless within 90 days thereafter all remaining Partners unanimously elect in writing to continue the business of the Partnership;

(c) The decision of the General Partner to dissolve the Partnership; or

(d) The decision of at least 75% of the Limited Partners to dissolve the Partnership.

Section 7.2. Winding up Affairs and Distribution of Assets.

(a) Upon dissolution of the Partnership (except dissolution pursuant to Section 7.1(b)), and in the absence of an election to continue the business of the Partnership pursuant to Section 7.1(b), the General Partner (or if there is no General Partner, one or more Partners approved by at least 75% of the Limited Partners) shall be the liquidating Partner(s) (the "Liquidating Partner")

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and shall proceed to wind up the affairs of the Partnership, liquidate the remaining property and assets of the Partnership and wind-up and terminate the business of the Partnership. The Liquidating Partner shall cause a full accounting of the assets and liabilities of the Partnership to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Partnership assets and distributing the net proceeds therefrom (after the payment of Partnership liabilities) to each Partner in satisfaction of its Capital Account; or (2) if all Partners shall agree, distributing the Partnership assets to the Partners in kind and debiting the Capital Account of each Partner with the fair market value of such assets, each Partner accepting an undivided interest in the partnership assets (subject to their liabilities) in proportion to and to the extent of each Partner's positive Capital Account balance after allocating and crediting to the Capital Accounts the unrealized gain or loss to the Partners as if such gain or loss had been recognized and allocated pursuant to Section 2.4.

(b) If the Partnership shall employ method (1) as set forth in Section 7.2(a) in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Partnership to third parties, if any, in the order of priority provided by law; (iii) third, a reasonable reserve shall be set up to provide for any contingent or unforeseen liabilities or obligations of the Partnership to third parties (to be held and disbursed, at the discretion of the Liquidating Partner or Partners, by an escrow agent selected by the Liquidating Partner or Partners) and at the expiration of such period as the Liquidating Partner or Partners may deem advisable, the balance remaining in such reserve shall be distributed as provided herein; (iv) fourth, to debts of the Partnership to the Partners or their Affiliates and any fees and reimbursements payable under this Agreement; and (v) fifth, to the Partners in proportion to and to the extent of each Partner's positive Capital Account balance.

(c) In connection with the liquidation of the Partnership, the Partners severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Partnership, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Partner, the Partners jointly, or a combination of Partners. Any bid made by a Partner or Partners for all or any portion of the assets shall be made, if at all, within thirty (30) days after the Liquidating Partner or any other Partner shall have requested such bids. A copy of each bid shall be delivered by the Liquidating Partner to each Partner. Unless otherwise agreed by all Partners, no Partner shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Partnership from any other Partner or third party, or otherwise.

ARTICLE VIII.

Miscellaneous

Section 8.1. Admission of New Limited Partners. New or additional Limited Partners may be admitted to the Partnership at any time upon the affirmative vote or consent of the General Partner. In the event of the admission of new or additional Limited Partners, Exhibit A hereto shall be amended accordingly.

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Section 8.2. Indemnification. Any Person made, or threatened to be made, a party to any action or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was (i) a Partner, or (ii) an employee, officer, director, shareholder or partner of a Partner or (iii) such other persons (including employees or agents of the Partnership) as the General Partner may designate from time to time, in its sole and absolute discretion (collectively, the "Indemnified Persons"), shall be indemnified by the Partnership for any losses or damage sustained with respect to such action or proceeding to the fullest extent permitted by law. Expenses incurred in defending an action or proceeding shall (in the case of any action or proceeding against an Indemnified Person referenced in (i), or (ii) above) or may (in the case of any action or proceeding against an Indemnified Person referenced in (iii) above) be paid by the Partnership in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Partnership as authorized by this Section 8.2. The Partnership shall have the power to purchase and maintain insurance on behalf of the Indemnified Persons against any liability asserted against or incurred by them. The duty of the Partnership to indemnify the Indemnified Persons under this Section 8.2 shall not extend to actions or omissions of any Indemnified Person which are grossly negligent or which involve fraud or other willful misconduct by such Indemnified Person, in each case as determined by a court of competent jurisdiction. No Indemnified Person shall be liable to the Partnership or any other Partner for actions taken in good faith. The Partnership may indemnify other Persons of the Partnership. The duty of the Partnership to indemnify the Indemnified Persons under this Section 8.2 shall be limited to the assets of the Partnership, and no recourse shall be available against any Partner for satisfaction of such indemnification obligations of the Partnership.

Section 8.3. Notices.

(a) All notices, consents, approvals, reports, designations, requests, waivers, elections and other communications (collectively, "Notices") authorized or required to be given pursuant to this Agreement shall be given in writing and either personally delivered to the Partner to whom it is given or delivered by an established delivery service by which receipts are given or mailed by registered or certified mail, postage prepaid, or sent by telex or telegram or electronic telecopier, addressed to the Partner at its address listed on the Partnership's books and records.

(b) All Notices shall be deemed given when delivered or, if mailed as provided in Section 8.3(a), on the third (3rd) day after the day of mailing, and if sent by telex or telegram or telecopier or overnight delivery service, twenty-four (24) hours after the time of dispatch. Any Partner may change its address for the receipt of Notices at any time by giving Notice thereof to the General Partner. Notwithstanding the requirement in Section 8.3(a) as to the use of registered or certified mail, any routine reports required by this Agreement to be submitted to Partners at specified times may be sent by first-class mail.

Section 8.4. Entire Agreement. This Agreement supersedes all prior agreements and understandings among the Partners with respect to the subject matter hereof.

Section 8.5. Amendment or Modification. No amendment, change or modification of this Agreement shall be of any force unless such amendment, change or modification is in

writing and has been approved and signed by the General Partner and by the Commissioner as attorney-in-fact for the Limited Partners.

Section 8.6. Waivers. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the Partner against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.

Section 8.7. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 8.8. Further Assurances. Each Partner shall execute such deeds, assignments, endorsements, evidences of Transfer and other instruments and documents and shall give such further assurances as shall be necessary to perform its obligations hereunder.

Section 8.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Pursuant to the Major League Constitution, the Commissioner shall have sole jurisdiction for all disputes and claims arising hereunder, and each of the parties hereto hereby irrevocably and unconditionally agrees that all such disputes and claims may be heard and determined by the Commissioner. Each of the parties hereto agrees that the decision by the Commissioner in any such dispute or claim shall be conclusive and binding.

Section 8.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Section 8.11. Limitation on Rights of Others. No Person other than a Partner shall have any legal or equitable right, remedy or claim under or in respect of this Agreement.

Section 8.12. Number and Gender. As used in this Agreement, all pronouns and any variation thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

Section 8.13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Partners and their respective successors and permitted assigns. No Limited Partner shall have the right to assign any of its rights or obligations under this Agreement without the prior written consent of the General Partner, except for an assignment of all of its rights and obligations hereunder in connection with a transfer of such Limited Partner's Major League Baseball Club duly approved under the Major League Constitution. The General Partner may not assign any of its rights or obligations under this Agreement without the prior written consent of the Limited Partners holding a majority of the then outstanding Interests held by all Limited Partners.

Section 8.14. Waiver of Partition. Each Partner hereby waives its right to bring an action for partition of any of the property owned by the Partnership.

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Section 8.15. Power of Attorney. Each of the Limited Partners hereby appoints the General Partner as its true and lawful representative and attorney-in-fact, in its name, place and stead to make, execute, sign, acknowledge, swear to and file: (a) a Certificate of Limited Partnership of the Partnership and any amendments thereto as may be required under the Act; (b) any duly adopted amendment to this Agreement; (c) any and all instruments, certificates, and other documents that may be deemed necessary or desirable to effect the winding-up and termination of the Partnership (including, but not limited to, a certificate of cancellation of the Certificate of Limited Partnership); and (d) any business certificate, fictitious name certificate, amendment thereto, or other instrument or document of any kind required by any applicable Federal, state or local law.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement
as of the date first above stated.

GENERAL PARTNER:

BASEBALL EXPOS GP, INC.

By: 

Name:

Title:

LIMITED PARTNERS:

THE MAJOR LEAGUE BASEBALL CLUBS

By: The Office of the Commissioner of Baseball,
as agent for the Major League Baseball Clubs

Allan H. Selig

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement
as of the date first above stated.

GENERAL PARTNER:

BASEBALL EXPOS GP, INC.

By: _____

Name:

Title:

LIMITED PARTNERS:

THE MAJOR LEAGUE BASEBALL CLUBS

By: The Office of the Commissioner of Baseball,
as agent for the Major League Baseball Clubs

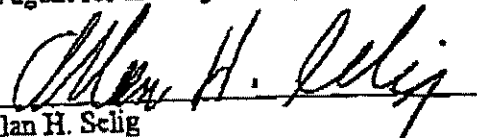

Allan H. Schlig

EXHIBIT A

<u>PARTNER</u>	<u>CAPITAL CONTRIBUTION</u>	<u>CONTRIBUTION PERCENTAGE</u>
<u>Limited Partner Name</u>		
<u>American League</u>		
Anaheim Angels L.P.	\$1.00	3.23%
Baltimore Orioles Limited Partnership	\$1.00	3.23%
The Boston Red Sox Baseball Club	\$1.00	3.23%
Chicago White Sox, Ltd.	\$1.00	3.23%
Cleveland Indians Baseball Company Limited Partnership	\$1.00	3.23%
Detroit Tigers, Inc.	\$1.00	3.23%
Kansas City Royals Baseball Corporation	\$1.00	3.23%
Minnesota Twins	\$1.00	3.23%
New York Yankees Partnership	\$1.00	3.23%
Athletics Investment Group, LLC, DBA Oakland Athletics Baseball Company	\$1.00	3.23%
The Baseball Club of Seattle, L.P.	\$1.00	3.23%
Tampa Bay Devil Rays, Ltd.	\$1.00	3.23%
Texas Rangers Baseball Partners	\$1.00	3.23%
Toronto Blue Jays Baseball Club	\$1.00	3.23%
<u>National League</u>		
AZPB Limited Partnership	\$1.00	3.23%
Atlanta National League Baseball Club, Inc.	\$1.00	3.23%
Chicago National League Ball Club	\$1.00	3.23%
Cincinnati Reds, L.L.C.	\$1.00	3.23%
Colorado Rockies Baseball Club, Ltd.	\$1.00	3.23%
Florida Marlins, L.P.	\$1.00	3.23%
Houston McLane Company, Inc.	\$1.00	3.23%
Los Angeles Dodgers, Inc.	\$1.00	3.23%
Milwaukee Brewers Baseball Club, Limited Partnership	\$1.00	3.23%
Sterling Doubleday Enterprises, L.P.	\$1.00	3.23%
The Phillies	\$1.00	3.23%
Pittsburgh Associates	\$1.00	3.23%
Padres L.P.	\$1.00	3.23%
San Francisco Baseball Associates L.P.	\$1.00	3.23%
St. Louis Cardinals, L.P.	\$1.00	3.23%

EXHIBIT A

<u>PARTNER</u>	<u>CAPITAL CONTRIBUTION</u>	<u>CONTRIBUTION PERCENTAGE</u>
<u>Limited Partner Name</u>		
<u>American League</u>		
	\$1.00	
Anaheim Angels L.P.	\$1.00	3.33%
Baltimore Orioles Limited Partnership	\$1.00	3.33%
The Boston Red Sox Baseball Club	\$1.00	3.33%
Chicago White Sox, Ltd.	\$1.00	3.33%
Cleveland Indians Baseball Co. L.P.	\$1.00	3.33%
Detroit Tigers, Inc.	\$1.00	3.33%
Kansas City Royals Baseball Corporation	\$1.00	3.33%
Minnesota Twins	\$1.00	3.33%
New York Yankees Limited Partnership		
Athletics Investment Group, LLC, DBA Oakland	\$1.00	3.33%
Athletics Baseball Company	\$1.00	3.33%
The Baseball Club of Seattle, L.P.	\$1.00	3.33%
Tampa Bay Devil Rays, Ltd.	\$1.00	3.33%
Texas Rangers Baseball Partners	\$1.00	3.33%
Rogers Blue Jays Baseball Partnership		
<u>National League</u>		
AZPB Limited Partnership	\$1.00	3.33%
Atlanta National League Baseball Club, Inc.	\$1.00	3.33%
Chicago National League Ball Club, Inc.	\$1.00	3.33%
The Cincinnati Reds, LLC	\$1.00	3.33%
Colorado Rockies Baseball Club, Ltd.	\$1.00	3.33%
Florida Marlins, L.P.	\$1.00	3.33%
Houston McLane Company, Inc., DBA Houston	\$1.00	3.33%
Astros Baseball Club		
Los Angeles Dodgers, Inc.	\$1.00	3.33%
Milwaukee Brewers Baseball Club, Limited		
Partnership	\$1.00	3.33%
Sterling Doubleday Enterprises, L.P.	\$1.00	3.33%
The Phillies	\$1.00	3.33%
Pittsburgh Associates	\$1.00	3.33%
Padres L.P.	\$1.00	3.33%
San Francisco Baseball Associates L.P.	\$1.00	3.33%
St. Louis Cardinals, L.P.	\$1.00	3.33%

<u>PARTNER</u>	<u>CAPITAL CONTRIBUTION</u>	<u>CONTRIBUTION PERCENTAGE</u>
<u>General Partner</u>		
Baseball Expos GP, Inc.	\$1.00	3.33%

Delaware

PAGE 1

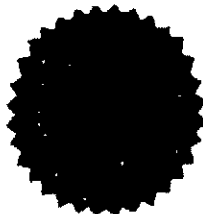
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BASEBALL EXPOS GP, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWELFTH DAY OF FEBRUARY, A.D. 2002, AT 1 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.



3491028 8100H

040225521

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3016523

DATE: 03-26-04

CERTIFICATE OF INCORPORATION

OF

BASEBALL EXPOS GP, INC.

FIRST:

The name of the Corporation is:

Baseball Expos GP, Inc.

SECOND:

The address of the Corporation's registered office in the State of Delaware is The Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

THIRD:

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

FOURTH:

The total number of shares of stock which the Corporation shall have authority to issue is 3,900 shares of Common Stock, par value \$0.01 per share (the "Common Stock").

The number of authorized shares of the Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of a majority of the Board of Directors of the Corporation, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware (or any successor provision thereto), and no vote of the holders of the Common Stock shall be required therefor.

FIFTH:

The affirmative vote of the holders of a majority of the voting power of the outstanding stock of the Corporation entitled to vote generally in the election of directors shall be required to amend or repeal this Certificate of Incorporation.

SIXTH:

In furtherance of, and not in limitation of, the powers conferred by law, the Board of Directors is expressly authorized and empowered:

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:00 PM 02/12/2002
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(1) to adopt, amend or repeal the By-laws of the Corporation; provided, however, that the By-laws adopted by the Board of Directors under the powers hereby conferred may be amended or repealed by the Board of Directors or by the stockholders having voting power with respect thereto; and

(2) from time to time to determine whether and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the Corporation, or any of them, shall be open to inspection of stockholders; and, except as so determined or as expressly provided in this Certificate of Incorporation, no stockholder shall have any right to inspect any account, book or document of the Corporation other than such rights as may be conferred by applicable law.

The Corporation may in its By-laws confer powers upon the Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon the Board of Directors by applicable law.

SEVENTH:

The number of directors of the Corporation shall be fixed in such manner as prescribed by the By-laws of the Corporation and may be increased or decreased from time to time in such manner as prescribed by the By-laws.

Unless and except to the extent that the By-laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

The directors shall hold office until their successors are elected and qualified. At each annual meeting of the stockholders of the Corporation commencing with the initial annual meeting, directors elected to succeed those directors whose terms then expire shall be elected by a plurality vote of all votes cast for such directors at such meeting by the shares entitled to vote thereon, to hold office for a term expiring as set forth in the By-laws of the Corporation, with each director to hold office until his or her successor shall have been duly elected and qualified. No stockholder shall be permitted to cumulate votes at any election of directors.

Except as otherwise required by law, any director may be removed from the Board of Directors, with or without cause, by the holders of a majority of the shares of Common Stock which are then entitled to vote, at any special meeting of the stockholders called for that purpose, and the office of such director shall forthwith become vacant. Vacancies resulting from death, resignation, retirement, disqualification, removal from office or other cause, and newly created directorships resulting from any increase in the authorized number of directors, may be filled only by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors; provided, however, that the stockholders removing any director may at the same meeting fill the vacancy caused by such removal; and provided, further, that if the directors fail to fill any such vacancy, such stockholders may at any special meeting

called for that purpose fill such vacancy. In case of any increase in the number of directors, the additional directors may be elected by the directors in office before such increase. Any person elected to fill a vacancy shall hold office, subject to the right of removal as hereinbefore provided, until the next election in which his successor is elected and qualified. No decrease in the number of authorized directors constituting the Board of Directors shall shorten the term of any incumbent director.

EIGHTH:

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, employee or agent of the Corporation or, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, trustee, employee or agent of or in any other capacity with another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall (in the case of any action, suit or proceeding against a director or officer of the Corporation) or may (in the case of any action, suit or proceeding against a trustee, employee or agent) be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the indemnified person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article.

(c) The indemnification and other rights set forth in this article shall not be exclusive of any provisions with respect thereto in the By-Laws or any other contract or agreement between the Corporation and any officer, director, employee or agent of the Corporation. Notwithstanding anything to the contrary in this Article Eighth, the Corporation shall have no obligation to indemnify any person in connection with any action, suit or proceeding brought by such person against the Corporation unless such action, suit or proceeding was authorized by the Board of Directors.

(d) Neither the amendment nor repeal of this Article Eighth, subparagraph (a), (b) or (c), nor the adoption of any provision of this Certificate of Incorporation inconsistent with Article Eighth, subparagraph (a), (b) or (c), shall eliminate or reduce the effect of this Article Eighth, subparagraphs (a), (b) and (c), in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action,

suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article Eighth, subparagraph (a), (b) or (c), if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(c) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director (a) shall be liable under Section 174 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto, or (b) shall be liable by reason that, in addition to any and all other requirements for liability, he:

(i) shall have breached his duty of loyalty to the Corporation or its stockholders;

(ii) shall not have acted in good faith or, in failing to act, shall not have acted in good faith;

(iii) shall have acted in a manner involving intentional misconduct or a knowing violation of law or, in failing to act, shall have acted in a manner involving intentional misconduct or a knowing violation of law; or

(iv) shall have derived an improper personal benefit.

It is recognized that certain of the directors of the Corporation may have ownership interests in individual Major League Baseball Clubs and that the directors of the Corporation may from time to time be called upon to make decisions which will have a substantial financial impact on all of the Major League Baseball Clubs. So long as the action taken, or not taken, by the Corporation as a result of any such decision is applicable to the Major League Baseball Clubs generally, a director shall not be deemed to be an interested director solely by virtue of the fact that such decision of the Board of Directors may have a disproportionate impact on the Major League Baseball Club in which he has an ownership interest, and such decision of the Board of Directors shall be binding upon the Corporation and its stockholders.

If the General Corporation Law of the State of Delaware is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

NINTH

Except as may be expressly provided in this Certificate of Incorporation, the Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed herein or by applicable law, and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whosoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article Ninth; *provided, however*, that any amendment or repeal of Article Eighth or Article Ninth of this Certificate of Incorporation shall not adversely affect any right or protection existing thereunder in respect of any act or omission occurring prior to such amendment or repeal.

TENTH


(a) No holder of Common Stock who is a Major League Baseball Club, a beneficial owner of a Major League Baseball Club or is controlled by a beneficial owner of a Major League Baseball Club shall sell, transfer, assign, gift or bequest, grant a security interest in, pledge or encumber, or otherwise dispose of (each of the foregoing, a "Transfer") any Common Stock, except for (i) the Transfer of Common Stock by a holder in connection with a transfer of such holder's Major League Baseball Club duly approved under the Major League Constitution, which Common Stock shall be transferred to the same transferee as such Club and (ii) any other Transfer approved by the Major League Baseball Clubs or by the Office of the Commissioner of Baseball (collectively, the "MLB Entities"), in their sole discretion. In addition, the right of any such holder to Transfer Common Stock shall be further subject to and made in accordance with the Major League Constitution and the Ownership Guidelines, all as the same now exist or may be amended or adopted in the future. Any such Transfer that requires the consent of any of the MLB Entities is prohibited and shall be null and void unless all applicable consents are obtained in advance.

(b) The certificates evidencing the Common Stock will bear the following legend reflecting the restrictions on the transfer contained herein: "If the holder of Common Stock is, or is an affiliate of, a Major League Baseball Club, the right to sell, transfer, assign, gift or bequest, grant a security interest in, pledge or encumber, or otherwise dispose of the shares represented by this certificate shall be subject to the Major League Constitution and the Ownership Guidelines (collectively, the "MLB Rules"), all as the same now exist or may be amended or adopted in the future. Any such sale, transfer, assignment, gift or bequest, grant of a security interest, pledge, encumbrance or disposition that requires the consent of any entity pursuant to the MLB Rules is prohibited and shall be null and void unless all applicable consents are obtained in advance."

ELEVENTH:

No director or stockholder of the Corporation shall be restricted or limited in any way in carrying on (directly or indirectly) separate businesses or activities from the Corporation, Baseball Expos, L.P. (the "Partnership"), or any of their respective subsidiaries now or in the future involving the owning of and operation of a Major League Baseball Club, even if such businesses or activities are competitive with the Corporation, the Partnership or any of their respective subsidiaries (the businesses and activities described in the foregoing are collectively referred to as the "Permitted Businesses"). Neither the Corporation, the Partnership or any of their respective subsidiaries nor any other stockholder of the Corporation shall have any expectancy, interest or rights in or to such Permitted Businesses or any profits, liabilities or obligations with respect thereto (and any expectancy, interest or right in, or in being offered an opportunity to participate in, any of the Permitted Businesses is hereby renounced). In the event that a director or stockholder of the Corporation acquires knowledge of a potential transaction, agreement, arrangement or other matter which may be a corporate opportunity for both the Corporation and such director or stockholder and which constitutes a Permitted Business, (i) such director or stockholder shall have no duty to communicate or offer such corporate opportunity to the Corporation, (ii) such director or stockholder shall not be liable to the Corporation for breach of any fiduciary duty by reason of the fact that the director or stockholder pursues or acquires such corporate opportunity or fails to communicate such corporate opportunity or information regarding such corporate opportunity to the Corporation, and (iii) such director or stockholder shall have no obligation to account to the Corporation for any property, profit or benefit derived from such opportunity. The foregoing exculpation shall not be deemed to apply to any action by a director of the Corporation acting as such in determining whether the Corporation independently should pursue or acquire the opportunity; provided, however, that this sentence shall not be deemed to modify (either by expansion or limitation) the fiduciary duties applicable to such director under Delaware law.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a Corporation pursuant to the General Corporation Law of the State of Delaware makes this Certificate, hereby declaring and certifying that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this 12th day of February, 2002.


Matthew J. Rizzo
787 Seventh Avenue
New York, New York 10019

BASEBALL EXPOS GP, INC.

Incorporated Under the Laws of
the State of Delaware

BY-LAWS

ARTICLE I OFFICES.

The registered office of the Corporation in Delaware shall be at 1209 Orange Street in the City of Wilmington, County of New Castle, in the State of Delaware, and The Corporation Trust Company shall be the resident agent of this Corporation in charge thereof. The Corporation may also have such other offices at such other places, within or without the State of Delaware, as the Board of Directors may from time to time designate or the business of the Corporation may require.

ARTICLE II STOCKHOLDERS.

Section 1. Annual Meeting. The annual meeting of stockholders for the election of directors and the transaction of any other business shall be held in such city and state and at such date, time and place as may be designated by the Board of Directors, and set forth in the notice of such meeting. At the annual meeting any business may be transacted and any corporate action may be taken, whether stated in the notice of meeting or not, except as otherwise expressly provided by statute or the Certificate of Incorporation.

Section 2. Special Meetings. Special meetings of the stockholders for any purpose may be called at any time by the Board of Directors, or by the President, and shall be called by the President at the request of the holders of shares of capital stock having a majority of the voting power of the capital stock entitled to vote. Special meetings shall be held at such place or places within or without the State of Delaware as shall from time to time be designated by the Board of Directors and stated in the notice of such meeting. At a special meeting no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting.

Section 3. Notice of Meetings. Written notice of the time and place of any stockholder's meeting, whether annual or special, shall be given to each stockholder entitled to vote thereat, by personal delivery or by mailing the same to him at his address as the same appears upon the records of the Corporation at least ten (10) days but not more than sixty (60) days before the day of the meeting. Notice of any adjourned meeting need not be given except by announcement at the meeting so adjourned, unless otherwise ordered in connection with such adjournment. Such further notice, if any, shall be given as may be required by law.

Section 4. Quorum. At each meeting of stockholders of the Corporation, the holders of shares having a majority of the voting power of the capital stock of the Corporation issued and outstanding and entitled to vote thereat shall be present or represented by proxy to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Certificate of Incorporation or these By-Laws. Where a separate vote by a class or classes is

required, a majority of the shares of such class or classes in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter.

Section 5. Adjournment of Meetings. In the absence of a quorum at any meeting of stockholders or any adjournment or adjournments thereof, holders of shares having a majority of the voting power of the capital stock present or represented by proxy at the meeting and entitled to vote may adjourn the meeting from time to time until a quorum shall be present or represented by proxy. Any meeting at which a quorum is present may also be adjourned in like manner and for such time or upon such call as may be determined by holders of shares having a majority of the voting power of the capital stock present or represented by proxy at the meeting and entitled to vote. At any adjourned meeting at which a quorum shall be present, any business may be transacted and any corporate action may be taken which might have been transacted at the meeting as originally called.

Section 6. Voting List. The Secretary shall prepare and make, at least ten days before every election of directors, a complete list of the stockholders entitled to vote, arranged in alphabetical order and showing the address of each stockholder and the number of shares of each stockholder. Such list shall be open at the place where the election is to be held for said ten days, to the examination of any stockholder, and shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any stockholder who may be present.

Section 7. Voting. Each stockholder entitled to vote at any meeting may vote either in person or by proxy, but no proxy shall be voted on or after three years from its date, unless said proxy provides for a longer period. Each stockholder entitled to vote at any meeting of stockholders shall be entitled to the respective number of votes as set forth in the Certificate of Incorporation for each share of stock registered in his name on the record of stockholders. At all meetings of stockholders, all matters, except as otherwise provided by statute, shall be determined by a majority of the votes cast at each such meeting by the holders of shares of capital stock present in person or by proxy and entitled to vote on the subject matter. Voting at meetings of stockholders need not be by written ballot.

Section 8. Record Date of Stockholders. The Board of Directors is authorized to fix in advance a date not exceeding sixty days nor less than ten days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purposes, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and, in such case, such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting, and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation, after such record date fixed as aforesaid.

Section 9. Action Without Meeting. Any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by

delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 10. Conduct of Meetings. The Chairman of the Board of Directors or, in his absence the President or any Vice President designated by the Chairman of the Board, shall preside at all regular or special meetings of stockholders. To the maximum extent permitted by law, such presiding person shall have the power to set procedural rules, including but not limited to rules respecting the time allotted to stockholders to speak, governing all aspects of the conduct of such meetings.

ARTICLE III DIRECTORS.

Section 1. Number and Qualifications The Board of Directors shall consist initially of one director, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board of Directors. The directors need not be stockholders.

Section 2. Election of Directors: The directors shall be elected at the annual meeting of stockholders, or if not so elected, at a special meeting of stockholders called for that purpose.

Section 3. Removal and Resignation of Directors: Except as otherwise required by law, any director may be removed from the Board of Directors, with or without cause, by the holders of a majority voting power of the class or classes of shares of Common Stock which elected them and which are then entitled to vote, at any special meeting of the stockholders called for that purpose, and the office of such director shall forthwith become vacant.

Any director may resign at any time. Such resignation shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless so specified therein.

Section 4. Filling of Vacancies: Any vacancy among the directors, occurring from any cause whatsoever, may be filled by a majority of the remaining directors, though less than a quorum, provided however, that the stockholders removing any director may at the same meeting fill the vacancy caused by such removal, and provided further, that if the directors fail to fill any such vacancy, such stockholders may at any special meeting called for that purpose fill such vacancy. In case of any increase in the number of directors, the additional directors may be elected by the directors in office before such increase.

Any person elected to fill a vacancy shall hold office, subject to the right of removal as hereinbefore provided, until the next election in which his successor is elected and qualified.

Section 5. Regular Meetings: The Board of Directors shall hold an annual meeting for the purpose of organization and the transaction of any business immediately after the annual meeting of the stockholders, provided a quorum of directors is present. Other regular meetings may be held at such times as may be determined from time to time by resolution of the Board of Directors.

Section 6. Special Meetings: Special meetings of the Board of Directors may be called by (i) the Chairman of the Board of Directors, (ii) the President or (iii) a majority of the members of the Board of Directors.

Section 7. Notice and Place of Meetings: Meetings of the Board of Directors may be held at the principal office of the Corporation, or at such other place as shall be stated in the notice of such meeting. Notice of any special meeting and, except as the Board of Directors may otherwise determine by resolution, notice of any regular meeting shall be mailed to each director addressed to him at his residence or usual place of business at least two days before the day on which the meeting is to be held, or if sent to him at such place by telegraph or cable, or delivered personally or by telephone, not later than the day before the day on which the meeting is to be held. No notice of the annual meeting of the Board of Directors shall be required if it is held immediately after the annual meeting of the stockholders and if a quorum is present.

Section 8. Business Transacted at Meetings, etc.: Any business may be transacted and any corporate action may be taken at any regular or special meeting of the Board of Directors at which a quorum shall be present, whether such business or proposed action be stated in the notice of such meeting or not, unless special notice of such business or proposed action shall be required by statute.

Section 9. Quorum: Members constituting at least fifty percent (50%) of the Board of Directors at any time in office shall constitute a quorum. At any meeting at which a quorum is present, the vote of a majority of the members present shall be the act of the Board of Directors unless the act of a greater number is specifically required by law or by the Certificate of Incorporation or these By-laws. The members of the Board shall act only as the Board and the individual members thereof shall not have any powers as such.

Section 10. Compensation: The directors shall not receive any stated salary for their services as directors, but by resolution of the Board of Directors a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity, as an officer, agent or otherwise, and receiving compensation therefor.

Section 11. Action Without a Meeting: Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

Section 12. Meetings Through Use of Communications Equipment: Members of the Board of Directors, or any committee designated by the Board of Directors, shall, except as otherwise provided by law, the Certificate of Incorporation or these By-laws, have the power to participate in a meeting of the Board of Directors, or any committee, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

ARTICLE IV COMMITTEES.

Section 1. Executive Committee: The Board of Directors may, by resolution passed by a majority of the whole Board, designate two or more of their number to constitute an Executive Committee to hold office at the pleasure of the Board, which Committee shall, during

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the intervals between meetings of the Board of Directors, have and exercise all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, subject only to such restrictions or limitations as the Board of Directors may from time to time specify, or as limited by the Delaware Corporation Law, and shall have power to authorize the seal of the Corporation to be affixed to all papers which may require it.

Any member of the Executive Committee may be removed at any time, with or without cause, by a resolution of a majority of the whole Board of Directors.

Any person ceasing to be a director shall ipso facto cease to be a member of the Executive Committee.

Any vacancy in the Executive Committee occurring from any cause whatsoever may be filled from among the directors by a resolution of a majority of the whole Board of Directors.

Section 2. Other Committees: Other committees, whose members need not be directors, may be appointed by the Board of Directors or the Executive Committee, which committees shall hold office for such time and have such powers and perform such duties as may from time to time be assigned to them by the Board of Directors or the Executive Committee.

Any member of such a committee may be removed at any time, with or without cause, by the Board of Directors or the Executive Committee. Any vacancy in a committee occurring from any cause whatsoever may be filled by the Board of Directors or the Executive Committee.

Section 3. Resignation: Any member of a committee may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective unless so specified therein.

Section 4. Quorum: A majority of the members of a committee shall constitute a quorum. The act of a majority of the members of a committee present at any meeting at which a quorum is present shall be the act of such committee. The members of a committee shall act only as a committee, and the individual members thereof shall not have any powers as such.

Section 5. Record of Proceedings, etc.: Each committee shall keep a record of its acts and proceedings, and shall report the same to the Board of Directors when and as required by the Board of Directors.

Section 6. Organization, Meetings, Notices, etc.: A committee may hold its meetings at the principal office of the Corporation, or at any other place which a majority of the committee may at any time agree upon. Each committee may make such rules as it may deem expedient for the regulation and carrying on of its meetings and proceedings. Unless otherwise ordered by the Executive Committee, any notice of a meeting of such committee may be given by the Secretary of the Corporation or by the chairman of the committee and shall be sufficiently given if mailed to each member at his residence or usual place of business at least two days before the day on which the meeting is to be held, or if sent to him at such place by telegraph or cable, or delivered personally or by telephone not later than 24 hours before the time at which the meeting is to be held.

Section 7. Compensation: The members of any committee shall be entitled to such compensation as may be allowed them by resolution of the Board of Directors.

ARTICLE V OFFICERS.

Section 1. Number: The officers of the Corporation shall be a President and a Secretary, and such other officers (including one or more Vice-Presidents, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers) as may be appointed in accordance with the provisions of Section 3 of this Article V. The Board of Directors in its discretion may also elect a Chairman of the Board of Directors.

Section 2. Election, Term of Office and Qualifications: The officers, except as provided in Section 3 of this Article V, shall be chosen annually by the Board of Directors. Each such officer shall, except as herein otherwise provided, hold office until his successor shall have been chosen and shall qualify. The Chairman of the Board of Directors, if any, shall be a director of the Corporation, and should he cease to be a director, he shall ipso facto cease to be an officer. Except as otherwise provided by law, any number of offices may be held by the same person.

Section 3. Other Officers: Other officers, including one or more additional Vice-Presidents, Assistant Secretaries or Assistant Treasurers, may from time to time be appointed by the Board of Directors, which other officers shall have such powers and perform such duties as may be assigned to them by the Board of Directors or the officer or committee appointing them.

Section 4. Removal of Officers: Any officer of the Corporation may be removed from office, with or without cause, by a vote of a majority of the Board of Directors.

Section 5. Resignation: Any officer of the Corporation may resign at any time. Such resignation shall be in writing and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary in order to make it effective, unless so specified therein.

Section 6. Filling of Vacancies: A vacancy in any office shall be filled by the Board of Directors or by the authority appointing the predecessor in such office.

Section 7. Compensation: The compensation of the officers shall be fixed by the Board of Directors, or by any committee upon whom power in that regard may be conferred by the Board of Directors.

Section 8. Chairman of the Board of Directors: The Chairman of the Board of Directors shall be a director and shall preside at all meetings of the Board of Directors at which he shall be present, and shall have such power and perform such duties as may from time to time be assigned to him by the Board of Directors.

Section 9. President: The President shall, when present, preside at all meetings of the stockholders, and, in the absence of the Chairman of the Board of Directors, at meetings of the Board of Directors. He shall have power to call special meetings of the stockholders or of the Board of Directors or of the Executive Committee at any time. He shall be the chief executive officer of the Corporation, and shall have the general direction of the business, affairs and property of the Corporation, and of its several officers, and shall have and exercise all such powers and discharge such duties as usually pertain to the office of President. Such powers shall include, without limitation, the power on behalf of the Corporation to unilaterally make all decisions (to the extent the Corporation has the power to make such decisions) relating to the participation of Baseball Expos, L.P. (the "Partnership") as a member of Major League Baseball

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("MLB"), including the selection of the Partnership's representatives thereto, negotiation and determination of changes in the arrangements between MLB and the Partnership, execution of or participation in such collective bargaining agreements as may be negotiated and executed by MLB and the Major League Baseball Player's Association and any other decisions relating to the Partnership's relationship with MLB.

Section 10. Vice-Presidents: The Vice-Presidents, or any of them, shall, subject to the direction of the Board of Directors, at the request of the President or in his absence, or in case of his inability to perform his duties from any cause, perform the duties of the President, and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the President. The Vice-Presidents shall also perform such other duties as may be assigned to them by the Board of Directors, and the Board of Directors may determine the order of priority among them.

Section 11. Secretary: The Secretary shall perform such duties as are incident to the office of Secretary, or as may from time to time be assigned to him by the Board of Directors, or as are prescribed by these By-laws.

Section 12. Treasurer: The Treasurer shall perform such duties and have powers as are usually incident to the office of Treasurer or which may be assigned to him by the Board of Directors.

ARTICLE VI CAPITAL STOCK.

Section 1. Issue of Certificates of Stock: Certificates of capital stock shall be in such form as shall be approved by the Board of Directors or as otherwise required by the Certificate of Incorporation. They shall be numbered in the order of their issue and shall be signed by the Chairman of the Board of Directors, the President or one of the Vice-Presidents, and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and the seal of the Corporation or a facsimile thereof shall be impressed or affixed or reproduced thereon; provided, however, that where such certificates are signed by a transfer agent or an assistant transfer agent or by a transfer clerk acting on behalf of the Corporation and a registrar, the signature of any such Chairman of the Board of Directors, President, Vice-President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer may be facsimile. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon have not ceased to be such officer or officers of the Corporation.

Section 2. Registration and Transfer of Shares: The name of each person owning a share of the capital stock of the Corporation shall be entered on the books of the Corporation together with the number of shares held by him, the numbers of the certificates covering such shares and the dates of issue of such certificates. The shares of stock of the Corporation shall be transferable on the books of the Corporation by the holders thereof in person, or by their duly authorized attorneys or legal representatives, on surrender and cancellation of certificates for a like number of shares, accompanied by an assignment or power of transfer endorsed thereon or attached thereto, duly executed, and with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require. A record shall be made of each transfer.

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For purposes of clarification, the shares of the Corporation's capital stock and any warrants, options, rights and other instruments or securities convertible into or giving the holder thereof the right to purchase or receive shares of capital stock of the Corporation shall be issued in registered form and not in bearer form. The Board of Directors may make other and further rules and regulations concerning the transfer and registration of certificates for stock and may appoint a transfer agent or registrar or both and may require all certificates of stock to bear the signature of either or both.

Section 3. Lost, Destroyed and Mutilated Certificates: The holder of any stock of the Corporation shall immediately notify the Corporation of any loss, theft, destruction or mutilation of the certificates thereof. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it alleged to have been lost, stolen or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost, stolen or destroyed certificate, or his legal representatives, to give the Corporation a bond, in such sum not exceeding double the value of the stock and with such surety or sureties as they may require, to indemnify it against any claim that may be made against it by reason of the issue of such new certificate and against all other liability in the premises, or may remit such owner to such remedy or remedies as he may have under the laws of the State of Delaware.

ARTICLE VII DIVIDENDS, SURPLUS, ETC.

Section 1. General Discretion of Directors: The Board of Directors shall have power to fix and vary the amount to be set aside or reserved as working capital of the Corporation, or as reserves, or for other proper purposes of the Corporation, and, subject to the requirements of the Certificate of Incorporation, to determine whether any, if any, part of the surplus or net profits of the Corporation shall be declared as dividends and paid to the stockholders, and to fix the date or dates for the payment of dividends.

ARTICLE VIII MISCELLANEOUS PROVISIONS.

Section 1. Fiscal Year: The fiscal year of the Corporation shall commence on the first day of November and end on the last day of October.

Section 2. Corporate Seal: The corporate seal shall be in such form as approved by the Board of Directors and may be altered at their pleasure. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 3. Notices: Except as otherwise expressly provided, any notice required by these By-laws to be given shall be sufficient if given by depositing the same in a post office or letter box in a sealed postpaid wrapper addressed to the person entitled thereto at his address, as the same appears upon the books of the Corporation, or by telegraphing or cabling the same to such person at such addresses; and such notice shall be deemed to be given at the time it is mailed, telegraphed or cabled.

Section 4. Waiver of Notice: Any stockholder or director may at any time, by writing or by telegraph or by cable, waive any notice required to be given under these By-laws, and if any stockholder or director shall be present at any meeting his presence shall constitute a waiver of such notice.

Section 5. Checks, Drafts, etc.: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall

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be signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall from time to time be designated by resolution of the Board of Directors.

Section 6. Deposits: All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such bank or banks, trust companies or other depositories as the Board of Directors may select, and, for the purpose of such deposit, checks, drafts, warrants and other orders for the payment of money which are payable to the order of the Corporation, may be endorsed for deposit, assigned and delivered by any officer of the Corporation, or by such agents of the Corporation as the Board of Directors or the President may authorize for that purpose.

Section 7. Voting Stock of Other Corporations: Except as otherwise ordered by the Board of Directors or the Executive Committee, the President or the Treasurer shall have full power and authority on behalf of the Corporation to attend and to act and to vote at any meeting of the stockholders of any corporation of which the Corporation is a stockholder and to execute a proxy to any other person to represent the Corporation at any such meeting, and at any such meeting the President or the Treasurer or the holder of any such proxy, as the case may be, shall possess and may exercise any and all rights and powers incident to ownership of such stock and which, as owner thereof, the Corporation might have possessed and exercised if present. The Board of Directors or the Executive Committee may from time to time confer like powers upon any other person or persons.

Section 8. Indemnification of Officers and Directors: The Corporation shall indemnify any and all of its directors, officers, employees and agents to the extent set forth in the Certificate of Incorporation.

ARTICLE IX AMENDMENTS.

The Board of Directors shall have the power to make, rescind, alter, amend and repeal these By-laws; provided, however, that the stockholders, by a majority of the votes cast at any meeting of stockholders, shall have power to rescind, alter, amend or repeal any by-laws made by the Board of Directors, and to enact by-laws which if so expressed shall not be rescinded, altered, amended or repealed by the Board of Directors. No change of the time or place for the annual meeting of the stockholders for the election of directors shall be made except in accordance with the laws of the State of Delaware.

EXHIBIT F

Certificate of Limited Partnership
of
BASEBALL EXPOS, L.P.

GUARANTY AGREEMENT

Reference is made to that certain Baseball Stadium Agreement, dated as of September 29, 2004 ("Baseball Stadium Agreement") among Baseball Expos, L.P. (the "Team"), the District of Columbia Sports and Entertainment Commission (the "Commission"), and the Government of the District of Columbia (the "District Government"). Capitalized terms used but not defined in this Guaranty Agreement shall have the meanings given to them in the Baseball Stadium Agreement.

The undersigned, Office of the Commissioner of Baseball ("MLB"), acknowledging and agreeing that it will benefit from the Baseball Stadium Agreement, and intending to be legally bound, agrees as follows:

Section 1. Indemnity. MLB agrees to indemnify, defend and hold harmless the Commission, the District Government and their officials (including Commission board members), employees and agents (collectively, "Indemnitees") from and against all costs, damages, claims, and other liabilities suffered or incurred by the Indemnitees, including but not limited to expenditures by the Commission and the District Government undertaken for RFK Improvements as defined in the Baseball Stadium Agreement, arising out of any actual or threatened legal proceedings that: (i) contest the right or authority of the Team or MLB to relocate the Team's Major League Baseball franchise out of Montreal, including, without limitation, *BMO Nesbitt Burns Inc. et al v. Loria et al (S.D. Fl.)*, or (ii) otherwise challenge or seek to limit or prevent: (A) the right of the Team to enter into and perform, or the enforceability or performance of, the obligations of the Team under the Baseball Stadium Agreement or the agreements contemplated therein; (B) the right of Major League Baseball to grant approvals for the relocation of the Team or such other approvals as may be required under Baseball Rules and Regulations in connection with the Team's obligations under the Baseball Stadium Agreement or the agreements contemplated therein; or (C) the right of MLB to enter into and perform, or the enforceability or performance of, the obligations of MLB under this Guaranty. The obligations of MLB under this Section 1 collectively are referred to as the "Indemnity". The Indemnity does not relate to or cover any legal proceedings that contest the right of the District of Columbia to be the relocated home for the franchise; the selection, acquisition, or suitability (on environmental or any other grounds) of any particular stadium site within the District of Columbia; or the legal right, power or authority of the Commission or the District Government to participate in the funding, design, development, construction, leasing or operation of a stadium for the Team. The Indemnity does, however, cover legal proceedings against the District Government or the Commission based upon a claim that either of such parties shall have, by reason of actions pursuant to their obligations under the Baseball Stadium Agreement or the agreements contemplated therein, interfered with the claiming party's contractual or other relationship with MLB or the Team.

Section 2. Guaranty. Subject to the last sentence of this Section 2, MLB irrevocably and unconditionally guarantees to the Commission and the District Government the payment and performance of all obligations of the Team under the Baseball Stadium Agreement. MLB's guarantee of the performance of the Team's obligations under the second sentence of

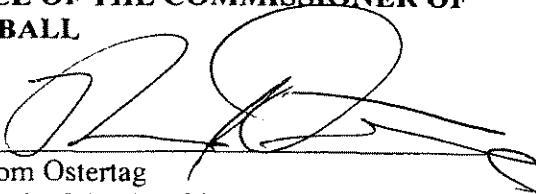
Section 6.13 of the Baseball Stadium Agreement means that MLB shall not dissolve or contract the Team's Major League Baseball franchise or authorize it to be relocated outside the District of Columbia, but shall not require MLB to provide, or enforce on the Team, other provisions or remedies to assure the Team's performance of its obligations under Section 6.13. MLB's guarantee of the Team's obligations under Section 7.05 is subject to the requisite affirmative vote of the owners of Major League Baseball clubs in accordance with Baseball Rules and Regulations. MLB waives notice of nonpayment, nonperformance, or nonobservance, and waives any notice of acceptance of this Guaranty Agreement and any other notice to, or demand upon, MLB that the Commission or the District Government might otherwise be required to give or make in connection with this Guaranty Agreement. MLB waives any legal obligation, duty, or necessity of the Commission or the District Government to proceed first against the Team. MLB shall have the benefit of any limitation on damages contained in the Baseball Stadium Agreement so that MLB's liability under this Section 2 shall be no greater than the Team's liability as the primary obligor. **This Section 2 shall be void and of no further legal force or effect from and after the date on which the Team's Major League Baseball franchise or the Team is sold to a new owner pursuant to a transaction approved in accordance with Baseball Rules and Regulations.**

Section 3. Facilitation of Baseball Stadium Agreement. MLB shall cooperate with the Team, the Commission and the District Government and shall use reasonable best efforts to assist the Team in meeting all of the deadline dates set forth in Article VII of the Baseball Stadium Agreement for which the Team is responsible. To the extent that a deadline is jeopardized by pending litigation, "reasonable best efforts" shall require MLB to vigorously pursue the litigation in a manner designed to permit the deadline to be met, but shall not require MLB to settle the litigation on terms not acceptable to MLB in the exercise of its good faith discretion. To the extent that meeting a deadline is dependent on a vote of the owners of the Major League Baseball clubs, "reasonable best efforts" requires only the presentation of the matter to the owners for consideration at a duly convened meeting and the expression to the owners of MLB's opinion in favor of an affirmative vote. MLB consents to and approves the Baseball Stadium Agreement. MLB shall not unreasonably or arbitrarily withhold or delay its consent to or approval of the execution and delivery by the Team of the RFK License, the Construction Administration Agreement or the Lease, or any other matter for which the Team requires MLB approval that may be required in connection with the consummation of the transactions contemplated by the Baseball Stadium Agreement.

Dated September 29, 2004

**OFFICE OF THE COMMISSIONER OF
BASEBALL**

By


Tom Ostertag
Senior Vice President and General Counsel